



REQUEST FOR PROPOSALS

FOR

SELECTION OF CONSULTANT

*for provision of Consultancy Services for
Preparation of Masterplan, Design and
Construction Supervision of the Infrastructure
Works at Les Salines*

Procurement Reference No: LM/PLOC17/113

October 2017

Table of Contents

Section 1 – Instructions to Consultants	3
Section 2 – Technical Proposal- Standard Forms	23
Section 3- Financial Proposal (Standard Forms)	36
Section 4- Terms of Reference	43
Section 5 – Standard Forms of Contract	77
Annex 1 – Location plan	

Section 1 – Instructions to Consultants

Table of Contents

Definitions	4
1. Introduction	6
Conflict of Interest	7
Fraud and Corruption.....	9
Eligibility.....	11
Eligibility of Sub-Consultants.....	12
Origin of Consultancy services	12
Only one Proposal	12
Proposal validity	13
2. Content of the RFP	13
3. Clarification and Amendment of RFP Documents	13
4. Preparation of Proposals.....	14
Technical Proposal – Format and Content.....	14
Financial Proposal	16
5. Submission, Receipt, and Opening of Proposals.....	17
6. Proposal Evaluation.....	18
Evaluation of Technical Proposals.....	18
Evaluation of Financial Proposals.....	20
7. Negotiations.....	20
Technical Negotiations.....	20
Financial Negotiations.....	21
Availability of Professional staff/experts	21
Conclusion of the negotiations	21
8. Award of Contract	21
9. Confidentiality.....	22

Section 1 – Instructions to Consultants

Definitions

- (a) “*Client*” means the **Landscape (Mauritius) Ltd** 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 Conditions of Contract (CC) and the Appendices, if any.
- (d) “*Day*” means calendar day.
- (e) “*Government*” means the government of the Republic of Mauritius.
- (f) “*Instructions to Consultants*” (Section 1 of the RFP) means the document which provides Consultants with all information needed to prepare their Proposals.
- (g) “*Invitation to Bid*” means the invitation to submit a proposal published in any written local and international media and website of the Client.
- (h) “*PPO*” means the Procurement Policy Office of Mauritius.
- (i) “*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.
- (j) “*Proposal*” means the Technical Proposal and the Financial Proposal.
- (k) “*RFP*” means the Request For Proposal to be prepared by the Client for the selection of Consultants.
- (l) “*Services*” means the work to be performed by the Consultant pursuant to the Contract.
- (m) “*Sub-Consultant*” means any person or entity with whom the Consultant subcontracts any part of the Services.

- (n) “*Terms of Reference*” (TOR) means the document included in the RFP as Section 4 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

- 1.1. The Client will select a consulting firm/organization (the Consultant) from those who will submit a proposal for this project, in accordance with the **Quality and Cost Based Selection (QCBS) method** where the financial proposals of the Consultants whose technical proposals have secured the minimum passing mark in the technical evaluation shall be evaluated and then the Consultant having achieved the highest combined technical and financial score will be invited for negotiations or awarded the contract.
- 1.2. The Consultants are invited to submit a Technical Proposal and a Financial Proposal, for the “**Consultancy Services for the Preparation of Masterplan, Design and Construction Supervision of the Infrastructure Works at Les Salines**”. The proposal will be the basis for the contract negotiations, if any, and ultimately for a signed Contract with the selected Consultant.
- 1.3. The scope of the consultancy services, as detailed in the Terms of Reference (Section 4) required under this project, consists mainly of the following:
 - a. Collection of information and data with respect to all development projects including infrastructure projects in the vicinity of the project site ;
 - b. Surveying the entire plot of land to prepare the survey plan;
 - c. Preparing a detailed master plan for the whole project area;
 - d. Reviewing the access and public transport connectivity and recommending improvements if any.;
 - e. Conducting a valuation of the land to be used as inputs in the preparation of financial models;
 - f. Preparing different financial models for development of the project;
 - g. Assisting Landscape (Mauritius) Ltd for the marketing of the project through Roadshows, workshop, seminars, etc. to attract promoters;
 - h. Undertaking a geotechnical investigation;
 - i. Undertaking a detailed engineering survey for the design of the infrastructure works;
 - j. Designing of all the infrastructure works required for the whole project such as:
 - i. Road networks within the site and connection to existing roads;
 - ii. Water reticulation including any offsite connection works;
 - iii. Surface water drainage and disposal system,
 - iv. Underground telecommunication services;

- v. Sewerage network including pumping station and offsite connection works;
 - vi. Underground CEB sleeves and draw pits;
 - vii. Street lighting;
 - viii. Recycling and disposal of solid waste;
 - ix. Landscaping works and any miscellaneous items of works;
- k. Preparing a Traffic Impact Assessment (TIA) report;
 - l. Preparing an Environmental Impact Assessment (EIA) report if required
 - m. Preparing associated cost estimates and implementation schedule together with the procurement procedure;
 - n. Preparing Bidding documents for the construction of the infrastructure works for Les Salines;
 - o. Preparing a development brief and output specifications for the development of the project which will have to be followed by the promoters.
 - p. Assisting Landscape (Mauritius) Ltd and its technical team for the evaluation of the bids for the infrastructure works;
 - q. Project management and supervision of works during the construction phase for the infrastructure works
- 1.4. The Consultants should familiarise themselves with local conditions and take them into account when preparing their Proposals.
- 1.5. The Client will timely provide at no cost to the Consultants all the data, report, drawings and information available for this project as detailed in Para 8 of the TOR (Section 4).
- 1.6. 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.

1.7 Conflict of Interest

The Government of the Republic of Mauritius requires that Consultants provide professional, objective, and impartial advice and at all times hold the client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.7.1 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:

(i) Conflicting activities

A firm that has been engaged by the client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

(ii) Conflicting assignments

A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

(iii) Conflicting relationships

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.

1.7.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.7.3 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.

1.7.4 Unfair Advantage

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 Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

1.8 Fraud and Corruption

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. In pursuance of this policy, the Client:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (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 19.2 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;
- 1.8.1 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 contract of Landscape (Mauritius) Ltd, and (ii) to be a nominated sub-consultant, sub-contractor, supplier, or service provider of an otherwise eligible firm being awarded a contract of the Landscape (Mauritius) Ltd. 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.

1.9 Eligibility

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

1.9.1 (a) In accordance with CIDB Act 2008, Consultants currently operating in the construction sector have the statutory obligation to be registered with the Construction Industry Development Board (CIDB) accordingly.

(b) Subject to paragraph (e), Foreign consultants as defined in the CIDB Act will have to apply for and obtain a Provisional Registration prior to submitting proposals for this project. If the contract is awarded to a foreign consultant the latter shall have to apply for and obtain a Temporary Registration before starting the project.

(c) Consultants whether local or foreign under an existing or intended joint venture will be eligible as a joint venture if, in addition to their respective individual registration, they obtain a Provisional Registration for the joint venture prior to submitting proposals for this project. If an existing or intended joint venture is awarded the contract it shall have to apply for a Temporary Registration prior to starting the project.

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

(e) Paragraph (b) shall not apply to Consultants who have been providing consultancy services during the last 10 years, preceding 01 March 2017 in the CONSTRUCTION INDUSTRY; and where at least two thirds, or such other percentage as may be prescribed, of the total number of their employees are citizens of Mauritius.

(f) A Foreign consultant referred to in paragraph (e) shall, for the purpose of registration, make an application with the CIDB and obtain a valid registration certificate prior to bidding for this project

(g) Consultants are strongly advised to consult the website of the CIDB cidb.govmu.org for further details concerning registration of consultants.

1.9.2 (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.

1.10 Eligibility of Sub-Consultants

In case a Consultant intends to associate with other Consultants and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility policy of the Client.

1.11 Origin of Consultancy services

The Consulting Services provided under the contract may originate from any country except if:

- (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.

The Urban Planner firm shall be of international calibre and shall form part of the Consultant's team either as a sub-consultant or partner in the joint venture.

1.12 Only one Proposal

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.

1.13 Proposal validity

The Consultants' Proposals must remain valid for **120 (One Hundred and Twenty) days** after the submission date, i.e. until **24 March 2018**. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete the evaluation/negotiations within this period. However should the need arise, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or, in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

2. Content of the RFP

2.1 The RFP includes the following documents:

Section 1	: Instructions to Consultants
2	: Technical Proposal - Standard Forms
3	: Financial Proposal – Standard Forms
4	: Terms of Reference (TOR)
5	: Forms of Contract
Annex 1	: Location Plan

3. Clarification and Amendment of RFP Documents

3.1 Consultants may request a clarification of any of the RFP documents up to **12 (Twelve) days** before the proposal submission date. Any request for clarification must be sent in writing, or standard electronic means to the Client's address indicated below:

**The Chief Executive Officer
Landscape (Mauritius) Ltd.
Cyber Tower 1
Ebene Cybercity
Ebene
Mauritius
Fascimile : (230) 467 6907
E-mail: info@landscopemauritius.com**

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. 3.2 below.

- 3.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing. 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.

4. Preparation of Proposals

- 4.1 (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.
- 4.2 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.
- 4.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
- (a) If a Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate subject to sub-clause 1.9 above. 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.
- (b) The Proposal shall be based on the number of Professional staff-months estimated by the Consultants to complete the project.
- (c) Alternative professional staff shall not be proposed, and only one Curriculum Vitae (CV) may be submitted for each position accompanied with written undertaking from each consultant that he will be available for the assignment.
- (d) Documents to be issued by the Consultants as part of this assignment must be in English. It is essential that the firm's Personnel have good communication skills in English Language.

4.4 Technical Proposal – Format and Content

The Consultants are required to submit a Full Technical Proposal (FTP). 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 (f) using the attached Standard Forms (Section 2).

- (a) A brief description of the Consultants' organisation 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 2. 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.
- (b) 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, data, etc. to be provided by the Client (Form TECH-3 of Section 2).
- (c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organisation and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 2. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 2) which will show in the form of a bar chart the timing proposed for each activity.
- (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 2).
- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 2). 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 authorised representative of the Professional Staff (Form TECH-6 of Section 2).

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

4.6 **Financial Proposal**

The Financial Proposal shall be prepared using the attached Standard Forms (Section 3). It shall list all costs associated with the assignment. 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.

4.6.1 The Financial Proposal shall be for the whole of the services as described in RFP documents, based on a fixed lump sum (inclusive of VAT) quoted by the Consultants and shall:

- (a) Be inclusive of all local taxes (including social charges or income taxes on non-resident Foreign Personnel, duties fess, levies), office expenses, air ticket and cost of travel and accommodation for non-resident Foreign Personnel, the Consultant's overhead and profit, transport facilities to all his personnel including for supervision works during construction phase, provision for necessary equipment, investigations and surveys, international and local communication, rental and freight for any instruments or equipment, photocopies, acquiring all the drawings available with the authorities and any other ancillary expenses for successful completion of the works not covered in the foregoing.
- (b) Remain firm and fixed for the whole duration of the contract with no provision for Price adjustment whatsoever during the execution of the Contract.

4.6.2 All prices quoted for the different activities in the breakdown of remuneration (Form FIN-2 of section 3) and fees for additional duties (Form FIN-3 of section 3) shall be exclusive of Value Added Tax (VAT). The VAT component shall be added to the total costs in the last page of the Form FIN-2 of Section 3. If the Consultant fails to quote separately for VAT in the last page of Form FIN-2 of Section 3, as instructed, his financial proposal shall be deemed to be inclusive of VAT and no adjustment will be made to his price in respect thereof.

4.6.3 **Currencies of Financial proposal and Payment**

The price shall be quoted in Mauritian Rupees (MUR) and all payment under this contract shall be effected entirely in the same currency.

5. Submission, Receipt, and Opening of Proposals

- 5.1 The original proposal (Technical Proposal and 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 2, and FIN-1 of Section 3.
- 5.2 An authorised representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The signed Technical and Financial Proposals shall be marked “ORIGINAL”. This authorisation shall consist of written confirmation and shall be attached to the bid. It may include a delegation of power by resolution of the Board of a company or from the CEO, himself holding power from the Board or from a Director being a shareholder of a company or through a Power of Attorney. The name and position held by each person signing the authorisation must be typed or printed below the signature (*Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose*).
- 5.3 The Technical Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. The Technical Proposals shall be sent to the addresses referred to in sub-clause 5.5 below. The Consultant must submit **One (1)** original, **One (1)** Soft copy on CD and **Two (2) Hard** copies of the Technical Proposal and the original of the Financial Proposal. 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.
- 5.4 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 shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by 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 the project name, and be clearly marked “**DO NOT OPEN BEFORE 14:30 hrs on 24 November 2017**”. The Client shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

- 5.5 The Proposals must be sent to the address indicated below not later than **14:30 hrs (Local Time) ON 24 November 2017**, or any extension to this date in accordance with para. 3.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.

**The Chief Executive Officer
Landscape (Mauritius) Ltd.
Cyber Tower 1, Ebene Cybercity
Ebene
Mauritius**

- 5.6 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.

6. Proposal Evaluation

- 6.1 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.

6.2 Evaluation of Technical Proposals

The Technical Proposals shall be evaluated on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified hereunder. Each responsive Proposal will be given a technical score (St).

6.2.1 Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:

	Criteria	Points
(a)	Specific experience of the Consultants relevant to the assignment	25 points
(b)	Adequacy of the proposed methodology and work plan in responding to the Terms of Reference: i. Technical approach and methodology ii. Work plan iii. Organization and staffing	15 Points 10 Points 10 Points
(c)	Key professional staff qualifications and competence for the assignment: i. Project Manager/Team leader ii. Urban Planner iii. Architect iv. Landscape Architect v. Services Engineer vi. Traffic Engineer vii. Civil Engineer viii. Resident Engineer	40 points 10 5 5 5 5 5 5 5
Total Points		100 Points

6.2.2 The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:

	Sub-criteria	Weight
1	General qualifications	20 %
2	General experience	20 %
3	Adequacy for the assignment (specific experience in similar nature works)	60 %
Total Weight		100 %

6.2.3 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 of **70 Points (Seventy Points)**.

6.3 Evaluation of Financial Proposals

6.3.1 Only the Financial Proposals of the Consultants having secured the minimum qualify mark (70 Points) will be opened by the Client.

6.3.2 The Client will correct any computational error. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 4.6, 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.

6.3.3 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 using the following formula:

$Sf = 100 \times Fm / F$, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (**T = 0.8** as the weight given to the Technical Proposal; **P = 0.2** as the weight given to the Financial Proposal; T + P = 1): **$S = St \times T\% + Sf \times P\%$** . The firm achieving the highest combined technical and financial score will be invited for negotiations or awarded the contract.

7. Negotiations

7.1 Negotiations **MAY** be held at a date to be communicated at a later stage during the proposal validity period and at the address indicated in para 5.5 above. 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.

7.2 Technical Negotiations

Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organisation and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalise 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.

7.3 **Financial Negotiations**

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. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.

7.4 **Availability of Professional staff/experts**

Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and shall be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

7.5 **Conclusion of the negotiations**

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.

8. Award of Contract

- 8.1 The Consultant whose bid attains the highest combined technical and financial score, in accordance with the criteria and selection method set forth in the request for proposals, shall be selected for award, subject to satisfactory conclusion of negotiation (if any).

- 8.2 The Consultant whose Proposal has been selected will be notified of the award by the Client prior to expiration of the proposal validity period by facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the Client will pay to the Consultant in consideration of the services as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).
- 8.3 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 8.4 The Agreement as per the Specimen Form of Contract enclosed at Section 5 together with all related documents shall be prepared by the Consultant and signed by both parties within 21 days from the date of the Letter of Acceptance.
- 8.5 The expected date for commencement of the consultancy services shall be within 7 days from the award of the contract.

9. Confidentiality

- 9.1 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 Letter of Acceptance is issued. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

Section 2 - Technical Proposal - Standard Forms

[Comments in brackets [] provide guidance to the Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

Form TECH-1: Technical Proposal Submission Form	24
Form TECH-2: Consultant’s Organization and Experience	26
A - Consultant’s Organization	26
B - Consultant’s Experience	27
Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client	27
A - On the Terms of Reference	28
B - On Counterpart Staff and Facilities	29
Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment	30
Form TECH-5: Team Composition and Task Assignments	31
Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff	32
Form TECH-7: Staffing Schedule ¹	34
Form TECH-8 Work Schedule	35

Form TECH-1: Technical Proposal Submission Form

[Location, Date]

**The Chief Executive Officer
Landscape (Mauritius) Ltd.
Cyber Tower 1, Ebene Cybercity
Ebene
Mauritius**

Dear Sir/Madam:

1. We, the undersigned, offer to provide the consulting services for the **“Consultancy Services for the Preparation of Masterplan, Design and Construction Supervision of the Infrastructure Works at Les Salines – Contract LM/PLOC17/113** in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.
2. We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]¹
3. 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.
4. If negotiations are held during the period of validity of the Proposal, i.e before the date indicated in Paragraph Reference 1.13 of the Instructions to Consultants, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.
5. 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 8.5 of the Instructions to Consultants.
6. 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:
 - a. 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.

- b. 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.
- c. 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.

- 7. 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 [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 organisation 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 MUR):
Location of the project:	Duration of assignment (months):
Name of Client:	Total N ^o of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in MUR):
Start date (month/year): Completion date (month/year):	N ^o 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: <i>{To include a copy of the master plan where applicable}</i>	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

Note: The Rate of exchange to be used shall be as published on the website of the Bank of Mauritius on ***

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

A - On the Terms of Reference

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

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.5 of the Instructions to Consultants, if applicable]

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. Additional marks may be obtained if the Consultants can demonstrate that the approach and methodology proposed would bring some improvements in the target set for the individual deliverables.

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: _____

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

13. Certification:

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.

_____ Date: _____
[Signature of staff member or authorized representative of the staff] 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																		
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 3 - Financial Proposal (Standard Forms)

[Comments in brackets [] provide guidance to the Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Paragraph reference 4.6 of the Instructions to Consultants (Section 1).

Form FIN-1: Financial Proposal Submission Form	33
Form FIN-2: Breakdown of Remuneration.....	35
Form FIN-3: Fees for Additional Duties	40

Form FIN-1: Financial Proposal Submission Form

[Location, Date]

**The Chief Executive Officer
Landscape (Mauritius) Ltd.
Cyber Tower 1, Ebene Cybercity
Ebene
Mauritius**

Dear Sir/Madam:

1. We, the undersigned, offer to provide the consulting services for the **“Consultancy Services for the Preparation of Masterplan, Design and Construction Supervision of the Infrastructure Works at Les Salines - Contract LM/PLOC17/113** in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the lump sum of [Insert amount(s) in words and figures¹] inclusive of VAT and all taxes.
2. 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 1.13 of the Instructions to Consultants.
3. No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution
4. 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:
 - a. 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.
 - b. 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.
 - c. 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.

5. 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.

1.1.1.1.1.1 Form FIN-2: Breakdown of Remuneration

	Position	Number of Man-months	Rate (Rs)	Amount (Rs)
I. <u>Services for master planning of the project</u>				
1.0	Key Personnel			
1.01	Project Manager/Team leader			
1.02	Urban Planner			
1.03	Architect			
1.04	Civil Engineer			
1.05	Traffic Engineer			
1.06	Landscape Architect			
1.07	Geotechnical Engineer (if required)			
	<i>{List all other personnel required for successful completion of this part of the assignment}</i>			
2.0	Other expenses			
2.01	Drawings, reports and other documents	Lump Sum		
2.02	Travelling costs including air tickets and accommodation	Lump Sum		
2.03	Survey team and equipment	Lump Sum		
2.04	3D views printing	Lump Sum		
2.05	3D views video presentation	Lump Sum		
	<i>{List any other miscellaneous expenses not described above but required for successful completion of this part of the project }</i>			
Total carried forward				
II. <u>Services for detailed design stage up to award of infrastructure works contract</u>				
3.0	Key Personnel			
3.01	Project Manager/Team leader			
3.02	Urban Planner			
3.03	Civil Engineer			
3.04	Services Engineer			
3.05	Landscape Architect			

	Position	Number of Man-months	Rate (Rs)	Amount (Rs)
	<i>{List all other personnel required for successful completion of this part of the assignment}</i>			
4.0	Transport and Other expenses			
4.01	Bidding Documents, drawings, etc.	Lump sum		
4.02	Soil investigation report	Lump sum		
4.03	Other Reports	Lump sum		
4.04	Transport costs	Lump sum		
4.05	Travelling cost including air tickets and accommodation	Lump sum		
4.06	Survey team and equipment	Lump sum		
	<i>{List any other miscellaneous expenses not described above but required for successful completion of this part of the project }</i>			
Total carried forward				
<u>III Services for Construction Supervision</u>				
5.0	Key Personnel			
5.1	Project Manager/Team leader			
5.2	Resident Engineer			
	<i>{List all other personnel required for successful completion of this part of the assignment}</i>			
6.0	Transport and Other expenses			
6.01	Travelling costs including air ticket and accommodation	Lump sum		
6.02	Miscellaneous expenses	Lump sum		
<u>Defects Liability Period</u>				
7.0	Key personnel, Transport and Other expenses	Lump Sum		
<u>Any Additional item</u>				
8.0				

	Position	Number of Man-months	Rate (Rs)	Amount (Rs)
Sub-total for all Consultancy services				
Add VAT (15 %)				
TOTAL AMOUNT INCLUSIVE OF VAT (To be carried to Form FIN-1)				

The Consultant shall include all necessary resources required for the proper execution of the consultancy services. The Consultant shall allow for reasonable additional man-months required during supervision works for extension of time to be granted for adverse climatic conditions and other grounds that neither the Contractor nor the Client can influence.

We understand that the Client reserves the right to award the contract for one or more stages. No claim for extras, loss of profit, variation of rates or similar claims will be entertained in the event the Client decides not to proceed with subsequent stages.

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

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Form FIN-3: Fees for Additional Duties

		Rate per hour (Rs) exclusive of VAT
(a)	Project Manager/Team Leader	
(b)	Urban Planner	
(c)	Architect	
(d)	Civil Engineer	
(e)	Services Engineer	
(f)	Traffic Engineer	
(f)	Landscape Architect	
(g)	Geotechnical Engineer (if required)	
(h)	Supporting Staff (list the supporting staff that may be required)	

Cost for air ticket and accommodation, if so required, for foreign expert shall be reimbursed upon presentation of receipt.

Drawings/Documents

The Consultant shall not be reimbursed for printing, stationery and other expenses devolving out of normal duties.

The Client shall, however, reimburse the Consultant for printing/drafting expenses for additional work at the following rates (exclusive of VAT):

Printing/Drawing	
A1 size	Rs per sheet
A2 size	Rs per sheet
A3 size	Rs per sheet
A4 size	Rs per sheet
Binding	Rs per copy

Authorised Signature [*In full and initials*]: _____
 Name and Title of Signatory: _____
 Name of Firm: _____
 Address: _____

Section 4 - Terms of Reference

1. Background

The Mauritius Ports Authority (MPA), who owns all land in the Port area, is proceeding with the construction of an iconic Cruise Passenger Terminal at Les Salines in order to cater for the fast-growing regional and international cruise market. The terminal will not only be used by international cruise passengers but also by inter-island passengers, ship crews, and visiting yachtsmen. It is envisaged that the construction of the Cruise Terminal will begin in June 2018 and complete by end 2019.

The development of the Cruise Terminal has the potential to unleash the development of 15 Ha of prime waterfront land owned by the MPA.

This land was reclaimed in 1990/91 and is located between the Caudan Development and the Bulk Sugar Terminal with a waterfront frontage near the Suffren Hotel (Refer to location plan at Annex 1). Road access to the site is through the Caudan roundabout and along the Bulk Sugar Terminal road.

The areas surrounding the site are:

- The Bulk Sugar Terminal, which covers an area of about 10ha and caters for the whole bulk sugar exportation of the country. On the other side of the road to the Bulk Sugar Terminal, there is an office for the Mauritius Sugar Terminal Corporation, a Chinese Temple and the Robert Edwart Hart Municipal Garden;
- The Caudan waterfront development
- The Port Louis waterfront

With projects such as the Metro Express, the new Victoria Bus Terminal, the proposed private sector developments along the waterfront and the aquarium project, Les Salines Development could potentially act as a significant magnet for private investment and businesses and give a new lease of life to Port Louis. Les Salines project can thus be viewed as a catalytic initiative that can kick start the regeneration of the wider city, the port and national economy.

In this respect, the Mauritius Ports Authority (MPA) intends to sub-lease the Les Salines site to Landscape (Mauritius) Ltd.

Landscape (Mauritius) Ltd. is a private company with the Government of Mauritius as the majority shareholder. It was created on 01 December 2016 as a result of the merger of the State Property Development Company Ltd (SPDC), Business Parks of Mauritius Ltd (BPML), Tourist Villages Co Ltd (TVC), Les Pailles International Conference Centre Ltd (LPICC) and the State Land Development Company Ltd (SLDC).

The purpose of this merger was to bring the above-named entities under a single umbrella in order to eliminate the overlapping of functions, create synergies and greater value addition, get rid of wastages and improve overall efficiency in the management of Government's prime properties and assets.

It is intended that Landscape (Mauritius) Ltd. will act as Master Developer and undertake the development of Les Salines into a vibrant, mixed use and integrated waterfront development in collaboration with the private sector.

2. The Vision- Connecting Les Salines to Port Louis urban tourism precincts

The City of Port Louis is a vibrant capital, it is the economic hub of the island. However, Port Louis is not, at present, a meaningful tourism destination. It should be possible, through a development such as Les Salines, to add visitor and tourism activities to the city, be it leisure, cultural, historical, etc.

The City quieters down at the end of the office day and after 6pm has nothing to offer to local residents or overseas visitors. Les Salines should not only offer a variety of vibrant activities to the City but should also include a residential component that would make Port Louis more of a 24-hour City with a range of goods and services that are required by a significant number of residents.

The vision for Les Salines is therefore to have a unique, vibrant and integrated waterfront development that will contain a mix of retail, residential, hotel and leisure facilities that will appeal to locals and tourists alike.

It is to be a place characterized by a high quality public realm that would reconcile vehicular and pedestrian conflicts and create a better interface between the city and the harbour. It should be a place that becomes easier to access, park and move around freely.

The following characteristics are deemed quintessential when defining the uses and working out the physical plan:

- a. The development must be economically sustainable on its own, with the other infrastructure projects such as the cruise terminal being anchors and loss leaders. It needs to be developed for a captive market and not be dependent on cruise tourism only, which can be very volatile;
- b. The development should be easily accessible and must be linked to the existing and new transport infrastructure;
- c. It should be integrated with the passenger cruise terminal as well as existing and planned future developments;
- d. The project should adopt a phased development approach under a flexible master plan that allows for adaptation to changes in market and other conditions over time;
- e. It should have high density planning with a mix of uses to live, work and enjoy to generate transit use;

- f. It should revitalise the existing commercial facilities through coordinating public realm, traffic management and social and community facility improvements to create more attractive, safe and accessible destinations.
- g. It should include planning that is pedestrian friendly, incorporating covered walkways and on-street parking facilities, and encouraging pedestrian circulation;
- h. It should have shared facilities and services, including shared parking facilities and recreational areas;
- i. It should include public open space such as plazas, squares, and small parks, to complement the cultural components in existing future planned facilities, including the Cultural Hub;
- j. It should provide facilities that will keep the place lively and vibrant;
- k. Its planning should embrace environmental sustainability and smartness, integrating information and communication technology (ICT) as a key component for the development and management of the precinct.

2.1 Existing Developments in the vicinity of Les Salines

The Port area houses Le Caudan Waterfront and Port-Louis Waterfront. The table below highlights the facilities available in each precinct:

Development	Facilities Available
Le Caudan Waterfront	<p>117 shops</p> <ul style="list-style-type: none"> ▪ A craft market with 36 stands ▪ A food court with 8 outlets ▪ 6 cafes & pubs and 4 restaurants ▪ 2 Hotels: <ul style="list-style-type: none"> o Le Labourdonnais Hotel – 109 Keys, 5 Star Business Hotel o Le Suffren Hotel & Marina – a 102 bedroom, 4 Star City Hotel ▪ Blue Penny Museum ▪ Casino ▪ Artist Corner ▪ Star Cinema ▪ Parking Facilities ▪ Office Spaces
Port-Louis Waterfront	<p>A 10,000m² esplanade</p> <ul style="list-style-type: none"> ▪ 74 retail outlets ▪ An information centre ▪ A 1726 Old Mill ▪ A Children’s playground ▪ Parking Facilities

It is to be noted that the above table is limited to the commercial/retail development within the port area.

2.2 Planned Developments in the vicinity of Les Salines

The table below highlights the main projects planned near the site or within the port area:

Project	Details
Cruise Passenger Terminal Building	<ul style="list-style-type: none"> ▪ Construction of a 7,500m² Cruise Passenger Terminal passenger terminal building, designed for the servicing of 2,000 passengers/occasion with a maximum of 4,000 passengers. The MPA is also envisaging to hold events in the building during off peak cruise season.
United Docks Ltd	<ul style="list-style-type: none"> ▪ United Docks Ltd owns some 100,000 square metres of prime freehold land with sea frontage in Port Louis, namely in Caudan and Trou Fanfaron. ▪ Existing projects include the United Docks Business Park. ▪ Forthcoming projects include the development of a 195-key hotel and 60 apartments, a supermarket, gym, restaurants, café and office spaces under the Property Development Scheme.
Tower-Eight Eight	<ul style="list-style-type: none"> ▪ Tower Eighty-Eight is an avant-garde and visionary project embodying the announced renaissance of Port Louis. The project comprises the development of 19 floors with 88 apartments including eight penthouses and commercial area.
Caudan Art Centre (Caudan Phase 3)	<ul style="list-style-type: none"> ▪ Development of a multi-storey building with office spaces, Arts Centre and parking facilities at Caudan.
Cultural Hub	<ul style="list-style-type: none"> ▪ The project comprises the rehabilitation of the existing buildings as follows: <ul style="list-style-type: none"> ○ SPDC parking called “Aapravasi Ghat Square” for the setting up of an Amphitheatre with free stage for performance; ○ Area between Aapravasi Ghat and the Military Hospital devoted to a small contemporary multi-purpose hall for exhibitions and other artistic activities, a dance academy and a museum; ○ Military Hospital as a “patio” of gastronomy area including restaurants and food areas, a stage for shows and performances; ○ Granary to be converted into: <ul style="list-style-type: none"> i. a car park for about 400 cars on the lower level; ii. an art gallery hosting a private collection with conference areas and offices on the ground floor; iii. a Boutique hotel with accommodation for Artists and other professionals participating in the annual calendar

	<p>of events, other business meeting rooms and related activities on the first floor;</p> <p>iv. heritage hotel (of about 80 rooms) and other meeting places on the second floor.</p> <ul style="list-style-type: none"> ○ Along the civil hospital – where Mauritius Post is located – would include a digital media court with small laboratories, research studios directed towards the development of digital arts; ○ The civil hospital would house a children-centered exhibition space with playground interactive media rooms and learning spaces for the secondary and tertiary students.
<p>Aquarium by Eclasia Group (Oceanarium [Mauritius] Ltd)</p>	<ul style="list-style-type: none"> ▪ The first phase of Eclasia Group’s project will consist of the setting up of a public aquarium on a plot of 1.50 hectares of land reserved by the MPA on the waterfront at Les Salines, adjacent to the Suffren Hotel. ▪ Phase 1 will consist of a main building of 4,000m² for the setting of the aquarium tanks and related facilities, as well as a parking area of 4,000m² to host up to 160 vehicles at peak time. ▪ The rest of the land shall be used for landscaping, entertainment for children, and walkways, with a provision for a Phase 2 development.
<p>Port Louis Waterfront Renovation</p>	<ul style="list-style-type: none"> ▪ The first phase starts off with the refurbishment of the existing Coaster Sheds, The Esplanade and the Astrolabe. ▪ The second phase of the renovation of Port Louis Waterfront will concern the redevelopment of the Granary, the Postal Musuem and other buildings within the Buffer Zone of Aapravasi Ghat.
<p>New access road</p>	<ul style="list-style-type: none"> ▪ A new access road at Fort William to Robert Edward Hart Garden

3. MAJOR INFRASTRUCTURE PROJECTS

The following major infrastructure projects are planned in the vicinity of Les Salines in the next 1 to 2 years:

3.1 The Metro Express Project and the Victoria Interchange Station

The Metro Express Project, officially launched on 10 March 2017, aims at revolutionizing the local public transport system in Mauritius. The Metro Express Project will have a main line of 26 km in length spanning from Curepipe to Port Louis and will comprise of 19 stations, including four interchangers. The first phase of the project will cover Port-Louis to Rose-Hill, starting from the Immigration Interchange Station (Gare du Nord). There will be second Interchange in Port-Louis, the Victoria Interchange Station.

Each station will be a cluster of economic activity which will have significant spillovers on its surroundings and provide opportunities for small and medium enterprises. It has been announced that the hawkers will be relocated near the Victoria terminal within modern facilities.

3.2 The Victoria Bus Station

The Victoria Bus Station will also be revamped into a sophisticated modern urban bus terminal which will revolve around a redefined architecture including the restoration of the ex-NTA building and provision of space for leisure activities, food courts, shops and lucrative commercial activities. The Victoria Urban Bus Terminal will also serve as a pilot project which will be replicated in other regions such as Immigration Square in the north of Port Louis and Rose Hill Bus Station.

4. Brief description of the works

A general description of the consultancy services required under this contract “**Consultancy Services for the Preparation of Masterplan, Design and Construction Supervision of the Infrastructure Works at Les Salines**” is as follows:

- a. Collection of information and data with respect to all development and infrastructure projects in the vicinity of the project site;
- b. Surveying the entire plot of land to prepare the survey plan;
- c. Preparing a master plan for the whole project area;
- d. Reviewing the access and public transport connectivity and recommending improvements if any. Conducting a valuation of the land to be used as inputs in the preparation of financial models;
- e. Preparing different financial models for development of the project;
- f. Assisting Landscape (Mauritius) Ltd for the marketing of the project through workshop, seminars, etc. to attract promoters;
- g. Undertaking a geotechnical investigation;
- h. Detailed engineering survey for the design of the infrastructure works;
- i. Designing of all the infrastructure works required for the whole project such as:
 - x. Road networks within the site and connection to existing roads;
 - xi. Water reticulation including any offsite connection works;
 - xii. Surface water drainage and disposal system,

- xiii. Underground telecommunication services;
- xiv. Sewerage network including pumping station and offsite connection works;
- xv. Underground CEB sleeves and draw pits;
- xvi. Street lighting;
- xvii. Recycling and disposal of solid waste;
- xviii. Landscaping works and any miscellaneous items of works;
- j. Preparing a Traffic Impact Assessment (TIA) report;
- k. Preparing an Environmental Impact Assessment (EIA) report if required
- l. Preparing associated cost estimates and implementation schedule together with the procurement procedure;
- m. Preparing Bidding documents for the construction of the infrastructure works for Les Salines;
- n. Preparing development brief and output specifications for the project which will have to be followed by the promoters;
- o. Assisting Landscape (Mauritius) Ltd and its technical team for the evaluation of the bids for the infrastructure works;
- p. Project management and supervision of works during the construction phase for the infrastructure works.

4. Scope of Services to be provided by the Consultancy Firm

4.1 General

The Consultant shall perform all the work necessary by utilising the most economical, effective and internationally accepted urban planning, architectural and engineering concepts on this project and shall at all times show a high degree of professionalism in his work.

In carrying out the services, the Consultant shall co-operate fully with Landscape(Mauritius) Ltd, the Mauritius Port Authority MPA), the Board of Investment (BoI), the technical committees to be appointed by Landscape (Mauritius) Ltd to monitor the project and any other government ministries/department/bodies involved in this project.

4.2 Investigation and Surveys

4.2.1 Collection of information and Data

The Consultant shall collect all necessary information required for the master planning and design of Les Salines which will include:

a. Development projects

Ongoing development projects and other forthcoming projects in the vicinity of the project site and across the island to evaluate the impacts, if any, of those projects on this proposed project. This will include the location, size and type of developments.

b. Infrastructure projects

Infrastructure works under construction and other forthcoming projects with respect to roads, water reticulation, electricity, sewer network, telecommunications, etc. in the vicinity of the project site which can impact directly or indirectly on the proposed project.

c. Utilities services

Existing services for utilities within the whole project site.

The Consultant shall also be required to liaise with the utilities service providers such as the Central Electricity Board (CEB), Central Water Authority (CWA), Wastewater Management Authority (WMA), Mauritius Telecom (MT), etc. to establish the connection points of the utility services to be provided under this project.

d. Climatic, hydrology, traffic, etc.

All necessary data such as climatic data, drainage and hydrological data, existing services and traffic flow etc.

e. Legislation

All documentation with respect to current legislation for all components of such type of development.

The Consultant shall, after having completed the survey works, map all the projects and utility services in the vicinity of the project site in a single drawing which shall be used as the base map for this project.

4.2.2 Survey plan for the project site

The Consultant shall, through the sworn land surveyor of his team, survey the project site to prepare the survey plan for the entire project. The Consultant shall provide the client with a soft copy of the survey plan with all relevant details mentioned above in AutoCAD version.

4.2.3 Geotechnical and materials investigations

Geotechnical investigations shall be carried out so as to establish any constraints/difficulties which may affect the works and to determine the design criteria to be adopted for the detailed design of all components of the project including the roads and drainage system and to investigate the quantity and quality of materials which are available locally and from borrow pits if required.

Geotechnical investigations shall include but shall not be restricted to:

- a. Trial pits
- b. Information on ground water Table
- c. Additional detailed sub-grade soil investigation comprising of test pits and sampling along the proposed road alignment at regular intervals and for every soil type discovered.
- d. Analysis and testing on disturbed and undisturbed samples collected in accordance with standard practice. Testing shall include but not limited to Grain size analysis, plasticity characteristics, CBR, Maximum dry density and optimum moisture content, etc.
- e. Field determination of the safe bearing capacity at different location to accommodate such a development of this nature.

The Consultant shall make its own arrangement necessary for location and monitoring of the preparation of the tests pits, collecting of samples, arranging with independent laboratories for collection of samples where the Consultant cannot collect on his own, testing of samples at independent approved laboratories, conducting field tests where required, etc. and shall include all these items in its pricing for this project.

All the costs associated with preparation of the test pits and laboratory testing shall be borne separately by the Client. Apart from that, the Consultant shall provide all necessary resources to undertake the geotechnical investigations. The costs of the geotechnical report will be borne by the Client. The Consultant shall be required to prepare the bidding documents, evaluation report and other necessary documents for appointing a geotechnical engineer/firm.

The Consultant shall submit with the detailed design report, a geotechnical report covering all the tasks carried out, test results and findings together with recommendations for the design parameters.

4.2.4 Detailed engineering survey

The Consultant shall be responsible to establish all necessary stations and benchmarks based on coordinates referred to the National grid or LGM II, whichever acceptable to the Ministry of Housing and Lands, at different location of the project site to be able to undertake the detailed engineering survey for the detailed design of the infrastructure works of this project. The Consultant shall reference all the stations and benchmarks and make necessary arrangements to secure same with concrete and place beacons if necessary for ease of identification.

The Consultant shall submit to the Client a soft copy of the survey drawings in AutoCAD version.

4.3 Preparation of Master plan

The Consultant will be required to submit a comprehensive master plan for the Les Salines area. A preliminary master plan will have to be submitted by the Consultant and following interactions with Landscape (Mauritius) Ltd and other key stakeholders, the Consultant will have to prepare a Final Master Plan for the project.

The Final Master Plan shall be accompanied by:

- a. A detailed report on the objectives, approach and methodology, guidelines, standards, etc. used for the preparation of the final master plan;
- b. 3D views of very good printing quality for the different aspects of the Master plan;
- c. 3D views video presentation;
- d. Budget estimate for the infrastructure works

The Consultant will be required to deploy the necessary resource personnel to make a presentation of both the draft and the final master plan to Client at a venue to be determined during the consultancy contract.

Components of the Master plan

The master plan shall be prepared taking into consideration the following:

- a. Development

It is proposed to develop the Les Salines to accommodate the development defined hereunder as an integrated township with world class facilities to attract investments of various kinds:

- i. High Density Waterfront residences, including apartments and townhouses, to create a permanent local community within the precinct and keep the place lively and vibrant;
- ii. Business facilities for offices, tourism, hotels, entertainment, leisure facilities (including water fun activities) etc.
- iii. Recreational facilities, including an ocean theme park, to complement the aquarium planned by Eclosia Group.

b. Principles of urban design

The urban design of the project shall be carried out using recent international best practices.

The detailed Master Plan shall be flexible enough to enable private promoters to bring some adjustment in the planning and design to adapt to the market demand at the time of implementation. The Master Plan should be suitable for acceptance by Statutory Planning and Building Authorities as the definitive guide to the development of the site, and should also fully integrate and record the requirements and aspirations of the Client.

The Master Plan must be both a physical and strategic plan to guide the proposed development from inception to final phase. It must include a complete physical configuration for all works identified for a phased development.

The project shall be designed taking into account the following main principles:

- i. Land use zoning which can be integrated efficiently and in a sustainable manner with the local development and transportation network of the region;
- ii. Phasing of the project;
- iii. Conception of the project around existing physical features of the site both natural and manmade;
- iv. Response to Cultural Aspects of the Site and Mauritius in general;
- v. Harmony of the different type of Architecture and level of building with the surrounding and adjoining existing and future development;
- vi. Functional Relationships internal to the Site;
- vii. Easily adaptable to growth and change;
- viii. Access for People with Disabilities.
- ix. Links to Adjacent and Adjoining Sites and the Community.

- x. Creation of a road network that would be easily connected to existing road network and would have numerous alternate routes within the project site for movement of traffic to be able to manage or reduce traffic congestion;
- xi. Creation of “walk to work” and “Bicycle to work” possibilities;
- xii. Pedestrian circulation and links to public transport;
- xiii. Site way-finding and signage, including shorelines for people with sight disabilities;
- xiv. Parking and pick-up and drop-off facilities for private vehicles, taxis and public transport service.
- xv. Creation of integrated communities and ecologically sustainable development;
- xvi. Creation of ample public open spaces and public amenities;
- xvii. Planning the utility layout including storm water collection and disposal;
- xviii. Street furniture requirements;
- xix. Landscaping with facilities to suit chosen landscape expression;

4.3.1 Streets and Pedestrian Connections

With respect to connectivity of roads, the Consultant shall submit a detailed proposal for the improvements required at all the connection points of the new and the existing road network to minimise traffic congestion at these nodes. The Consultant shall be required to:

- i. Define the circulation and movement within Les Salines in terms of pedestrian facilities, roads, boulevards, avenues, lanes, parking (both on site and public domain)
- ii. Design access to the site with high quality infrastructure so as movement either by car or walking or other means to create a memorable urban experience.
- iii. Create a comprehensive strategy to provide parking supply within the site for the anticipated parking demand.
- iv. Particular attention to be made on security aspect on the site while identifying actions to ensure a safe environment.
- v. In addition, the Consultant shall also include in the proposal recommendations of any improvement proposed to the existing road network outside the Project site but which would influence the traffic movement to and from the project site for onward transmission to necessary authorities for consideration.

4.3.2 Open spaces and Landscaping

- i. Develop high quality and well connected network of public open and green spaces to allow pedestrian access to explore the site and link into and through the city.
- ii. The landscaping works for the outdoors, recreational spaces, green spaces and other public spaces shall be designed to achieve environmental, socio-behaviour, and/or aesthetic outcomes in line with the existing environment and characteristics of the project site and in line with the proposed neighbouring development. The Landscape design aspects such as environmental psychology, botany, and landscape ecology shall be considered.

The Consultant shall be responsible for specifying all the plants and trees to be planted in this project and supervise the planting and maintenance of the plants during the construction phase.

4.3.3 3D views and 3D views presentation

With the Final Master plan, the Consultant shall:

- a. Submit 3D views of very good printing quality of size not exceeding A1 paper size for the different aspects of the Master plan
- b. Submit a 3D view video presentation of duration not exceeding 10 minutes to show all the aspects of the master plan. The 3D view video presentation shall be presented by the Consultants in the presence of the Client to different stakeholders at a location to be provided by the Client. The 3D view video presentation shall be designed in such a way that the whole concept and essential details are clearly expelled in the presentation.

Soft copies of the 3D views printing and 3D view video presentation shall also be submitted to the Client who would reserve the right of using same at his discretion for marketing of the project. The Consultant shall not be authorised to use the 3D views printing and 3D view video presentation unless written permission from Landscape (Mauritius) Ltd is obtained.

4.4 Financial Appraisal

4.4.1 Valuation of land

The Consultant shall conduct a valuation exercise to determine the market value of the land at the project site. The market value of the land would be used as inputs in the preparation of the financial models to be retained for the development of the Les Salines project. The valuation shall not be used as the basis for the leasing or selling of any portion of land directly to promoters/developers but will be used as inputs in the financial models along with the costs for construction of the infrastructure works and other financial considerations, to derive outputs that may be in terms of the rate for rental or sale varying for different areas that can be used by promoters/developers in

the appraisal of their projects on the individual plot of lands that will be made available to them for specific projects in line with the master plan.

Valuation concept which is widely accepted shall be used in this valuation exercise and a valuation report shall be submitted by the Consultant.

- a. **Development Cost**
The Consultant shall determine the total cost of the development with respect to the plan. The Consultant should take into consideration the development cost of utilities, infrastructures/roads, transport networks, and other significant outlays.
- b. **Development Phasing.**
The Consultant may suggest Development Phasing Plan (if applicable) in which an anchor development/s may be identified and prioritize without compromising the development of the whole area. This is to maximize also the use of existing utilities and road networks, so that significant infrastructure investment can be phased.
- c. **Financial Viability and Revenue Projections.**
The Consultant shall assess the financial viability of the plan and indicative financial returns and cash flow. The Consultant shall also project revenues that will be generated from the development.

4.4.2 Preparation of Financial models

The Consultant will have to undertake a financial feasibility of the Les Salines project and for this the Consultant will have to develop different financial models. Based on the final master plan, the budgetary estimates for construction of all the infrastructure works, specific requirements of some land zones, statutory requirements, valuation of land and other costs, the Consultant shall develop different financial models for the development of the Les Salines project.

The financial models would take into consideration that:

- a. Adjoining land would be used by the MPA for construction of the cruise terminal and
- b. Sections of the land would be leased to private promoters for the setting up of different type of development in line with the government vision and the master plan;

The finance models to be developed by the Consultant will have to generate the different rental rates and prices that can be applied to the project. The Consultant will have also to conduct a sensitivity analysis for this project.

The Consultant will be required to deploy the necessary resource personnel to make a presentation of the financial models proposed to the Client at a venue to be determined during the consultancy contract.

4.5 Architecture and design of infrastructure works

As part of the Master plan, the Consultant shall propose different type of Architecture that can be adopted for the buildings to be constructed in different land zones and development clusters taking into consideration the intensity of the development and the building rise.

The Consultant shall also submit proposals for the architectural aspect of other features such as common public facilities, bus stop shelters if applicable, walkways if covered passage needed, etc.

The Engineering design of all the component of the building and infrastructure works in this project shall be the optimum design as the result of engineering investigations and analysis in accordance with relevant design standards adopted, international practice and acceptable to Landscape (Mauritius) Ltd.

The main components of the project shall be:

a. Roadworks within the site and connection to existing roads

The design of all primary and secondary road networks and also construction supervision of the infrastructure works is included in the scope of services of the Consultant together with the road connections.

The connection of the proposed road network with the existing road network shall be designed and constructed under this project. The Consultant will be required to design the connection works in such a way that it will create minimum traffic congestion.

All the roadworks within the project site and connection works shall be provided with necessary road furniture, signalisation, street lighting and other amenities such as footpaths, shoulder, etc. in strict compliance with the requirements of the Road Development Authority (RDA) and the Traffic Management and Road Safety Unit (TMRSU).

b. Non-motorised transport facilities

The Consultant shall provide detailed proposals on non-motorised transport (NMT) facilities, including:

- i. Assessment of NMT demand at the different planning horizons;
- ii. Location and design of pedestrians facilities to be constructed : access to public transport stations, footpaths, street lighting, security and safety systems;

- iii. Location and design of bicycle facilities to be constructed: cycle tracks, cycle parks, potential, etc.

All facilities shall be designed according to the forecasted Non-motorised transport demand.

The Consultant shall also make specific proposals on disabled people accessibility.

c. Parking facilities

The Consultant shall provide detailed proposals on parking facilities in the project area, including:

- i. Projection of the peak parking demand;
- ii. Location and quantity of proposed on street/off street parking slots;
- iii. Scheme for free parking/non-free parking offer and proposed parking fares;
- iv. Enforcement arrangement and
- v. Park and ride parking lots: location, size, specific fares.

d. Surface water drainage and disposal system

The Consultant shall design the entire surface water drainage and disposal systems for the project. This will include:

- i. The determination of catchment areas upstream the project site;
- ii. Projection of the flows in the different natural and man-made drains taking into consideration the return period acceptable for the authorities concerned for project of such nature, the characteristics and profile of the soil, vegetation, urbanisation, etc.
- iii. Proposal for additional drainage structure including cut off drain, drains, culverts, etc.

e. Recycling and disposal of solid wastes

The Consultant shall submit a proposal for the sorting of waste, recycling and disposal of solid wastes that can be adopted for the Les Salines. This proposal shall be discussed with the assistance of the Client with the Ministry of Environment, Sustainable Development and Disaster Beach Management and the local authorities and will form part of the development brief and output specifications to be prepared by the Consultant.

f. Utility services

Consultant to liaise with relevant Authorities, CEB, CWA, WMA, MT, IA etc. for the design of both the onsite and offsite infrastructure works for utility services. Only standards and materials acceptable by the service providers shall be used for this project. All the design of the infrastructure works for utility services shall be approved by the relevant authorities prior to the start of the construction works and consultant shall abide to the requirements of the authorities concerned during construction stage.

It is the responsibility of the Consultant to design all the infrastructure works for utility services for the project.

It is also the responsibility of the Consultant to supervise the construction of all the infrastructure works for utilities to be able to develop Les Salines area.

The Consultant shall also design any sewerage pumping station and pumping main onsite and offsite required to service the project.

g. Landscaping works

The Landscaping works for the outdoors, recreational spaces, green spaces and other public spaces shall be designed to achieve environmental, socio-behaviour, and/or aesthetic outcomes in line with the existing environment and characteristics of the project site and in line with the proposed neighbouring development. The Landscape design aspects such as land use planning, environmental psychology, botany, and landscape ecology shall be incorporated in the design.

The Consultant shall be responsible for specifying all the plants and trees to be planted in this project and supervise the planting and maintenance of the plants during the construction phase.

A detailed design report shall be submitted to the Client after completion of this task. The detailed design report shall include standards used, the drainage/hydraulic and traffic studies, Geotechnical investigations, pavement design, any upgrading works to the existing roads, culvert and bridge design, services design, surveys, road safety requirements, etc.

4.6 TIA report and other documents

4.6.1 Preparation of Traffic Impact Assessment (TIA) report

The consultant shall prepare a Traffic Impact Assessment (TIA) report for the Les Salines project taking into consideration the existing and expected traffic flow in the region.

The Consultant shall for this purpose undertake, but not limited to, the following:

- a. Contact the Ministry of Housing and Lands and other authorities to obtain information regarding planning schemes (indicating proposed future access roads) for the area.
- b. Contact the Ministry of Public Infrastructure and Road Development Authority (RDA) to obtain information regarding future access roads currently being considered in the region.
- c. The Consultant shall make a projection for the magnitude of the different type of transport expected within the area and at the connection nodes taking into consideration the type of development, proposed road network and the development in the vicinity of the project.

Based on the above, define several options and model the traffic of all the options to be able to make recommendations for any improvements on the existing road network, connection nodes, additional roads to be provided, etc.

4.6.2 Preparation of development brief and output specifications

The Consultant shall prepare a detailed development brief and output specifications for the development of the project to be used as “*Cahier des charges*” for the development phases of the Les Salines which will be developed by private promoters. The brief and specifications shall include criteria and guidelines for urban planning, architecture, storey heights, engineering, environmental, etc. which are specific for the Les Salines project as conceived in the master plan.

4.7 Procurement of Works for the construction of Les Salines Infrastructural project

4.7.1 Preparation of drawings, cost estimates and bidding documents

The Consultant shall be responsible for the preparation of drawings, cost estimates and Bidding Documents. All design calculations, drawings, draft bidding documents and cost estimates, measurement sheets, etc. shall be submitted to the Client for approval. The acceptance of design calculations/cost estimates/bill of quantities/rate analysis by the Client does not absolve the Consultant’s sole responsibility from the accuracy, durability, safety, strength and reliability considerations for the project.

Together with the Draft Bidding documents, the Consultant shall submit a preliminary cost estimate for the project. In the event that the preliminary cost estimate exceeds the fund available for this project, then the Consultant will have to revise the scope of works of the construction contract in consultation with the Client and consequently amend the draft bidding documents to cater for same in order to ensure that the project cost fall within the budgetary allowance for this project.

After approval of the bidding documents, 1 hard copy of the bidding documents shall be submitted to the Client with a copy on CD of all documents listed above. During the bid period the consultant

shall attend all site visits and assist the Client to respond to any request for clarifications from the bidders and to prepare addendum if so required during the bidding process.

4.7.2 Evaluation of the bids received

The Consultant shall assist the Bid Evaluation Committee (BEC) which will be set up by the Client for evaluation of the tenders received for this project. The Consultant shall also assist the Client in negotiations, if any, with the bidders. The Consultant shall prepare the Letter of Acceptance and Contract Documents in at least three originals after award of the construction contract.

4.7.3 Supervision

The Consultant shall be responsible for the supervision of construction acting as the appointed administrator for the Works or "the Engineer". The consultant shall provide the services of a **full time Resident Engineer with at least 10 years of experience in the supervision of similar projects** who for the purposes of the contract shall be the Engineer's representative and such other additional full time staff required for the proper performance of the duties assigned. It is expected however, that the consultant would be in a position to supplement the services with the necessary expertise as and when warranted.

The normal services to be provided by the Consultant shall include, but not necessary be limited to, the following:

- (a) Performing all duties which the Consultant is required to carry out for supervising of this type of civil, roadworks and building engineering project.
- (b) Appointment of site staff for the proper supervision of the works, with a view to ensuring that such works are carried out in accordance-with the- Contract documents, consistent with internationally accepted engineering standards and practices, all to the satisfaction of the Client.
- (c) The Consultant shall be responsible for the day-to-day supervision of works to satisfy himself that the works are executed according to the Contract provisions and in accordance to the good engineering specifications and practices.
- (d) Furnishing the Contractor with the required sets of drawings and other information as necessary for the execution of the works.
- (e) Examining and evaluating the Contractor's proposals and details during period of construction, checking surveys and setting out works and submitting reports for Client's approval where appropriate.
- (f) Ensuring the implementation of the Works as scheduled and making regular forecasts of materials, progress charting and day-to-day monitoring of the Works.

- (g) Issuing necessary instructions to the Contractor during the laying and testing of pipes, the checking of the quality, welding and placement of the reinforcement steel in the structures, checking of quality of materials including concrete, construction of the roadwork and associated infrastructure works.
- (h) Giving all necessary instructions to the Contractor, provided that the Consultant shall not without the prior approval of the Client give any instructions which are likely to increase the cost of the Works or extend the construction period unless it is not in the circumstances practicable of the Consultant to obtain such prior approval.
- (i) Negotiate with the Contractor and make recommendations to the Client on rates for new works. The final decision on rates and additional works would rest upon the Client.
- (j) Checking the Contractor's Statement of Works and issuing interim certificates for payment to the Contractor, with appropriate make-up sheets/invoices.
- (k) Keeping an appropriate Register of Works.
- (l) Organising and chairing regular site meetings and arranging for the preparation and timely delivery of the relevant minutes.
- (m) Reporting to the Client at monthly intervals on the progress of works, the cost of the works executed, the variations with respect to initial designs and progress forecasts and the financial implications of any change in the drawings and specifications during construction.
- (n) Preparing quarterly reports for the Client on the progress of the work and on the financial situation and changes, if any, in the budgetary forecast of the next quarter, the estimated final cost of the works, etc.
- (o) Upon the occurrence of unforeseen circumstances which are in the opinion of the Consultant susceptible of causing major modifications to the nature and/or cost of the Works and to the construction programme, the Consultant shall prepare special reports and send them to the Client as quickly as possible, reporting on suggested modifications to contract documents associated therewith, including the claim for extension of time and/or additional payment.
- (p) The Consultant shall seek the approval of the Client before determining extension of time.
- (q) Preparing such additional or revised drawings and specifications as may be necessary for the proper execution of the works.
- (r) Advising the Client on the need for any special inspection or testing of equipment and materials to be supplied under this Contact as per relevant specifications and arranging for these to be carried out.
- (s) Assisting in settling disputes or difference which may arise between the Client and the Contractor excepting matters with litigation and arbitration.

- (t) Delivering to the Client on completion of the works, two sets of such records and manufacturers' manuals necessary for operation and maintenance of works. In addition good quality print of all the works as constructed shall be supplied to the Client. One set of photo slides (about 50 - 75 Nos.) giving the details of construction of all parts of the works, from the beginning to completion and testing, shall also be submitted to the Client.
- (u) Preparing a Contract and Project completion reports for the Client, summarising all relevant developments, the technical administration and financial implication of works.

The Consultant normal services at construction stage shall be deemed as complete as soon as the Defects Liability Certificate is issued and the Final Certificate of Payment of the Work as specified in the documents are issued by him.

4.7.4 As-built drawings.

After completion of the entire infrastructure works, the Consultant shall be required to survey the roads and reserves on both sides, drains, etc. and prepare the As-built drawings accordingly.

The Consultant shall then submit copies of the As-built drawings in the prescribed forms and numbers to the Client and all authorities concerned. Subsequently the Consultant shall arrange for the handing over of all the infrastructure works constructed for the utilities to the respective authorities as the earliest possible after completion of the works.

Five (5) number copies of all the final drawings to be submitted to the Client in A0 or A1 size paper and soft copy in AutoCAD version in CD shall also be submitted.

4.7.5 Liaison with the utilities service providers

The Consultant shall liaise at different stage of the project with the utilities service providers such as the CEB, CWA, WMA, MT, IA etc. for the smooth running of the project. This include 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.

4.7.6 Inspection during Defects Liability Period

The Consulting Engineer shall Inspect the works at regular intervals as may be required during the Defects Liability Period and issue instructions necessary to carry out any remedial works required and supervise the execution thereof and arrange for issue of the Defect Liability Certificate accordingly. The number of visits during the Defects Liability Period shall not be less than **6 visits** and the Consultant shall submit a report within 7 days from the site visits conducted in the presence of the representative/s of the Contractor.

5. Time Schedule Project Schedule and phasing

It is expected that the consultancy services contract will be awarded around mid to end of November 2017 and the consultant shall complete the main tasks as follows:

Task	Completion of task within the following period
<ul style="list-style-type: none"> • Submission of an Inception report including the methodology, arrangements, order and timing, etc. 	– Fifteen working days (15) from the start of this consultancy Contract
<ul style="list-style-type: none"> • Preliminary Masterplan 	– Sixty working days (60) from the start of this consultancy Contract
<ul style="list-style-type: none"> • Final Master plan 	– Ninety working days (90) from the start of this consultancy Contract
<ul style="list-style-type: none"> • 3D views printing and 3D views video presentation 	– Ninety working days (90) from start of this consultancy contract
<ul style="list-style-type: none"> • Financial models 	– Ninety working days (90) from start of this consultancy contract
<ul style="list-style-type: none"> • Submission of a Detailed Design Report of all main infrastructure works (onsite and offsite) and submission of cost estimates 	– Ninety working (90) days from approval of the Final Masterplan
<ul style="list-style-type: none"> • Submission of bidding documents for infrastructural works 	– Twenty working days (20) from approval of the Detailed Design report
<ul style="list-style-type: none"> • As-built drawings 	– Four weeks (4) after completion of all the works

It is considered that a construction period of about Ten (10) months would be adequate for this project. However the consultant is required to give due consideration to all the tasks to be performed in this project and the period required to obtain necessary approval from the Client and Utilities service providers in their submission. This assignment being an input based contract, no additional payment will be made to the Consultant in the event that the construction period is shorter or longer than that anticipated except for exceptional circumstances described in the Conditions of Contract.

6. Personnel to be deployed by Consultant

In the case of non-availability of required personnel with the requisite qualification and experience within the local consulting firm, the Consultants may propose foreign experts with proven experience in the related field, accompanied by a letter of availability from the same expert for this project.

(a) Investigations, master planning, detailed design and bidding stages

The minimum requirement of Expert Man Power as indicated below is considered reasonable for execution of the first part of the Consultancy Contract.

SL No.	Designation	Number
1	Project Manager/Team Leader	1
2	Urban Planner	1
3	Architect	1
4	Landscape Architect	1
5	Services Engineer	1
6	Traffic Engineer	1
7	Civil Engineer	1

The Consultants are required to fully justify the number and schedule of deployment of Expert Man Power proposed in the form of a bar chart showing the involvement of the proposed personnel in field/home office under the various activities. One expert shall NOT be assigned more than one task at a time except for the Project Manager/Team Leader. The Consultancy Firm has to submit the Curriculum Vitae of all personnel proposed for this project accompanied by an availability letter for the same project duly signed by the personnel and countersigned by the firm.

The Consultant shall determine the involvement of any other technical and administrative staff required for successful completion of this part of the consultancy services. The involvement of an Environmental Engineer, Solid Waste Management Expert etc., would also be favourably considered by the Client.

The Minimum requisite qualification and experience of the Experts to be mobilised for this project can be summarised as follows:

i. Project Manager/Team Leader

The Project Manager/Team Leader shall be either a Civil engineer registered with the council of Registered Professional Engineer of Mauritius (or for foreign experts registered with any international bodies acceptable to the Client at the time of submission of proposals) or an Architect registered with the Professional Architect Council of Mauritius. The Project Manager/Team Leader shall cumulate at least 10 years of post-registration experience and shall demonstrate having worked on at least two projects of similar nature and complexity to this project in the same position during the past 10 years.

The Project Manager/Team Leader may also cumulate the position of one of the design engineers, either the Road Engineer or the Services Engineer or Architect, if the Project Manager/Team Leader proposed for this project has also the requisite experience in the relevant field.

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

ii. Urban Planner

The Urban planner required for this project shall be as follows:

1. A Foreign expert registered with his/her country's professional body and having at least 15 years of post-registration experience. In addition, this Urban Planner shall have worked on at least one planning and designing of waterfronts project. The Consultant shall provide documentary evidence including testimonial to substantiate the requisite experience together with letter of Availability of this expert for this project.

2. An Urban planner resident in Mauritius having at least 10 years of post-registration experience and worked on at least one project of similar nature (but not necessarily the same magnitude) to assist the Foreign Planner. The Consultant may employ a foreign Urban Planner instead of a Mauritian urban planner.

iii. Architect

The Architect shall be registered with the Professional Architect Council of Mauritius and having at least 15 years of post-registration experience.

iv. Landscape Architect

The Landscape Architect shall be accredited as landscape professional by the Landscape Institute of the United Kingdom or any alternative qualification acceptable to the Landscape (Mauritius) Ltd. The Landscape Architect shall have at least 10 years of experience and must have worked on at least one project of similar nature.

v. Design Engineer (Services)

The Design Engineer (Services) shall be registered with the council of Registered Professional Engineer of Mauritius (or for foreign experts registered with any international bodies acceptable to the Client at the time of submission of proposals) with at least 10 years minimum post-registration experience and must have handled at least two projects of similar nature utilising their expertise/specialist knowledge.

vi. Traffic Engineer

The Traffic Engineer shall be registered with the Council of Registered Professional Engineer of Mauritius or any equivalent international bodies acceptable to the Client for Foreign experts with at least 15 years of post-registration experience and must have worked on at least one project of similar nature.

vii. Mechanical and Electrical engineers

The Mechanical and Electrical Engineers shall be registered with the Council of Professional Engineering of Mauritius with at least 10 years of post-registration experience. The Mechanical and Electrical Engineers shall demonstrate experience in similar nature works in at least one project.

(b) Construction stage

As the nature of works warrants FULL TIME engineering supervision on site during construction phase, the consultant shall reasonably appoint such suitably qualified technical

site staff as may be necessary to enable proper supervision of the works in accordance with the Contract documents and internationally accepted engineering standards and practices to the satisfaction of the Client. The professional site staff to be mobilised full time shall not in any case be less than:

- A registered professional engineer with at least 10 years of experience in similar nature works as the Resident Engineer.

The personnel proposed by the Consultant shall be dedicated solely to this project and shall not be involved in other project during the execution of the services contract unless written permission from the Client is obtained.

The supervising team shall also be assisted by other qualified and administrative staff in addition to the office back up. In addition, the Consultant shall also make arrangements for necessary inspection by other experts such as Geotechnical Engineer, Landscape Architect, Engineers (Services), Traffic Engineer, M&E Engineer (if applicable) etc., as and when required on site during the construction phase.

(c) After Completion of works

Same professional staff deployed during the construction works shall inspect the site as regularly as necessary during the Defects Liability Periods which will not be less than 12 months.

7. Reporting requirements

The consultant shall prepare and submit the following reports/documents:

(a) Inception Report

The inception report shall include all the methodology, arrangements, order and timing for all activities to be undertaken by the Consultant during both the design/tender and construction supervision phases.

(b) Detailed Design Report

A draft detailed design report shall be submitted by the consultant to the Client for discussions and comments. After receipt of the comments, the final detailed design shall be prepared and submitted accordingly. The detailed design report shall also give the planning guidelines and standards followed for the design of this project together with outline of all architectural, landscaping, transportation, etc. The geotechnical report shall also form part of the design report.

(c) Bidding Documents

Draft and final bidding documents including drawings to be submitted by the consultant in the number of copies mentioned below. Both the draft and final bidding documents shall be accompanied by preliminary and final costs estimates respectively for the project.

(d) Bid evaluation report

The consultant shall assist the Technical Evaluation Committee, set up by the Client, to evaluate the bids received for this project but the consultant shall be responsible to prepare and submit the bid evaluation report to the committee. The consultant shall have to prepare and submit a draft bid 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) Working drawings

Working drawings to be issued to the contractor shall be submitted by the consultant during construction works as and when required.

(f) Monthly Progress Report

A Monthly Progress Report 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. The report shall be submitted before the tenth day of the following month.

(g) Quarterly Progress Report

A Quarterly Progress Report shall be submitted summarising the progress made during the three previous months. The report must also include:

1. Plant and Equipment on site, materials ordered and delivered,
2. Comparison between the works in progress and the program of works drawn up at the start of the contract, together with an analysis of delays if any and recommendations for remedial measures to be taken or already taken.
3. Report of 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.

The Quarterly progress report shall be submitted before the fifteenth day of the month following the end of the quarter.

(h) Contract Completion Report

The Contract Completion Report will be submitted within 30 days after the practical completion of the work, summarising the construction activities, design changes, claims or disputes, and any matter having an effect on the extent, cost and progress of the work along with "As Built Drawings" for the works.

(i) Project Completion Report

The Project Completion Report shall be prepared within a period of 30 days after the end of the Defect Liability Period of the Civil Works Contract.

(j) Other reports

In addition to the above, the Consultant shall also submit other reports and documents such as EIA report, TIA report, report on the master plan, budget estimate at master planning stage, recommendations of solid waste recycling and disposal system, marketing materials, recommendations on the public transportation, etc. on specific time to be agreed with the Client after award of this consultancy contract in the best interest of the project.

The consultant shall submit to Landscape (Mauritius) Ltd the above-mentioned reports/documents, which delivery periods shall not be negotiable, as follows:

sn	Report / Documents	Number of Copies	Time period
1	Inception report	2 copies	Fifteen working days (15) from the start of this Contract
2	Preliminary Master plan	2 copies and one electronic copy on CD	Sixty working days (60) from the start of this Contract
3	Final Master plan and budget estimates	2 copies and one electronic copy on CD	Ninety working days (90) from the start of this Contract
4	3D views printing	5 copies and one electronic copy on CD	Ninety working days (90) from start of this contract
5	3D views video presentation	one electronic copy on CD	Ninety working days (90) from start of this contract
6	Marketing materials and financial models	one electronic copy on CD	Ninety working days (90) from start of this contract
7	EIA	20 copies and two electronic copies on CD	To be agreed
8	TIA	10 copies and one electronic copy on CD	To be agreed
9	Solid waste recycling	2 copies and one electronic copy on CD	To be agreed
10	Development brief and output specifications for 'Cahier des charges' and document for legal enforcement	2 copies and one electronic copy on CD	To be agreed
11	Draft Detailed Design Report	2 copies	Sixty working days (60) from approval of the Masterplan
12	Draft Bidding Documents	2 copies	Ten working days (10) from approval of the Detailed Design Report
17	Final Detailed Design Report	2 copies	Ninety working days (90) from approval of the Masterplan
18	Final Bidding Documents	2 copies and 20 electronic copy on CD	Twenty working days (20) from approval of the Final Detailed Design Report

19	Bid Evaluation Reports	2 copies	2 weeks from submission of bids
20	Contract Documents for civil works contract	2 Original for Signature	3 weeks from award of civil works contract
21	Working drawings	1 copy	As and when required
22	Monthly progress report	2 copies	Before 10 th day of following month
23	Quarterly Progress report	2 copies	Before 15 th day of the month following the end of the quarter
24	Contract Completion report	2 copies	Within 30 days after practical completion of the works
25	As-made drawings	2 hard copies and one electronic copy on CD	Within 2 weeks after practical completion of the works
26	Project Completion report	2 copies	Within 30 days after end of the Defects Liability Period of the work contract

In addition to the above, the Consultant shall also be responsible to prepare and submit copies of the minutes of meetings to all parties concerned to be held during both the master planning, design and construction phases of the project.

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

The Client shall provide to the Consultant the studies already carried out to date on Les Salines. The Client shall also furnish all data and information available with him within a reasonable time.

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.

The Client will also during the construction phase of the project provide under the Works contract an equipped site office for the supervision team. The site office will be equipped with office furniture, PC, A3 size printers and related consumables, telephone and fax and office attendant. In addition, the running costs with respect to utility bills will be borne by the Client. Apart from that the Consultant will have to provide all necessary personnel, transport facilities and consumables together with office backup for the fulfilment of its obligation during the construction supervision phase.

Section 5 – Standard Forms of Contract

Table of Content

I.	Form of contract	75
II.	Conditions of contract	77
	1. GENERAL PROVISIONS	77
	1.1 Definitions	77
	1.2 Relation between parties	78
	1.3 Law Governing Contract	78
	1.4 Language.....	78
	1.5 Headings	78
	1.6 Notices.....	78
	1.7 Location	79
	1.8 Authority of Member in Charge	79
	1.9 Authorised Representatives	79
	1.10 Taxes and Duties.....	79
	1.11 Fraud and Corruption	79
	2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT ...	82
	2.1 Effectiveness of Contract.....	82
	2.2 Commencement of Services.....	82
	2.3 Expiration of Contract.....	82
	2.4 Modifications or Variations	82
	2.5 Force Majeure	82
	2.6 Suspension.....	83
	2.7 Termination	83
	3. OBLIGATIONS OF THE CONSULTANT	85
	3.1 General	85
	3.2 Conflict of Interests.....	85
	3.3 Confidentiality	87
	3.4 Insurance to be Taken Out by the Consultant.....	87
	3.5 Consultant’s Actions Requiring Client’s Prior Approval.....	88
	3.6 Reporting Obligations.....	88
	3.7 Documents Prepared by the Consultant to be the Property of the Client.....	88
	3.8 Accounting, Inspection and Auditing.....	89
	4. CONSULTANT’S PERSONNEL	90
	4.1 Description of Personnel	90
	4.2 Removal and/or Replacement of Personnel	90
	4.2 Resident Project Manager	90
	5. OBLIGATIONS OF THE CLIENT	91

5.1	Change in the Applicable Law Related to Taxes and Duties.....	91
5.2	Services and Facilities	91
6.	PAYMENTS TO THE CONSULTANT.....	91
6.1	Lump-Sum Payment	91
6.2	Contract Price	91
6.3	Payment for Additional Services	91
6.4	Terms and Conditions of Payment	92
6.5	Time for Payment	93
6.6	Interest on Delayed Payments	93
7.	GOOD FAITH.....	93
7.1	Good Faith	93
8.	SETTLEMENT OF DISPUTES	94
8.1	Amicable Settlement	94
8.2	Dispute Resolution	94
III.	Appendices	95
	Appendix A - Description of Services	95
	Appendix B - Reporting Requirements	95
	Appendix C - Key Personnel and Sub-Consultants.....	95
	Appendix D - Breakdown of Contract Price	95
	Appendix E – Fees for additional services	95
	Appendix F - Services and Facilities Provided by the Client	96
	Appendix G – Terms of Reference	96
	Appendix I – Consultant’s approach and methodology	96

I. FORM OF CONTRACT

LUMP-SUM

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

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

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

WHEREAS

- (a) the Client has requested the Consultant to provide consulting services for the “**Consultancy Services for the development of Preparation of Masterplan, Design and Construction Supervision of the Infrastructure Works at Les Salines - Contract LM/PLOC17/113** as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The Letter of Acceptance;
 - (b) The Conditions of Contract;
 - (c) The following Appendices
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Sub-Consultants
 - Appendix D: Breakdown of Contract Price
 - Appendix E: Fees for Additional Duties
 - Appendix F: Facilities to be provided by the Client
 - Appendix G: Terms of Reference

Appendix I: Consultant's approach and Methodology

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

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

For and on behalf of [name of Client]

[Authorized Representative]

For and on behalf of [name of Consultant]

[Authorized Representative]

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

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

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

II. CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

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

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

1.3 Law Governing Contract This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of Republic of Mauritius.

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

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

1.6 Notices

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorised representative of the Party to whom the communication is addressed, or when sent by registered post or facsimile to such Party at the addresses given below:

Client

**The Chief Executive Officer
Landscape (Mauritius) Ltd.
Cyber Tower 1, Ebene Cybercity
Ebene
Mauritius**

Consultant

Name:
Attention:
Address:
.....
.....
Telephone :
Facsimile :
Email :

- 1.6.2** A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in Clause CC 1.6.1.
- 1.7 Location** The Services shall be performed in the Republic of Mauritius and at such locations as are specified in Appendix A hereto.
- 1.8 Authority of Member in Charge** In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified below 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.
- The member in charge is
- 1.9 Authorised Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified below.
- The authorised representatives are:
- For the Client
- For the Consultant
- 1.10 Taxes and Duties** The Consultant, Sub-Consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.
- 1.11 Fraud and Corruption** If the Client determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and the provisions of Clause CC 2.7 shall apply as if such expulsion had been made under Sub-Clause CC 2.7.1(c).
- Should any Personnel of the Consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that Personnel shall be removed in accordance with Sub-Clause CC 4.2 (b).
- 1.11.1 Definitions** For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:

- (i) “*corrupt practice*”¹ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “*fraudulent practice*”² is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “*collusive practice*”³ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “*coercive practice*”⁴ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “*obstructive practice*” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights provided for under Clause CC 3.8.

1.11.2 Measures to be Taken

The Consultant may be sanctioned, declared ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the State Land Development Co. Ltd. if at any time it determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract;

1.11.3 Commissions and Fees

The Client will require the successful Consultants to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives,

¹ “Another party” refers to a public official (including staff of the Client) acting in relation to the selection process or contract execution. In this context,

² A “party” refers to a public official (including staff of the Client); 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.

³ “Parties” refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁴ A “party” refers to a participant in the selection process or contract execution.

or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into force and effect on the date the Letter of Acceptance is issued by the Client. The date the Contract comes into force and effect is defined as the Effective Date.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services not later than **Seven (7) days** after the Effective Date.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause CC 2.7 hereof, this Contract shall expire at the completion of all tasks described in the Terms of Reference and payments of remuneration and reimbursable expenditures have been made.
- 2.4 Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposal for modification or variation made by the other Party.
- 2.5 Force Majeure**
- 2.5.1 Definition**
- (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies. Cyclone is not considered as adverse weather conditions.
 - (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Subconsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and

conditions of this Contract, and (b) has informed the other Party as soon as possible and in any event not later than 14 days following occurrence of such event about the occurrence of such an event.

2.5.3 Extension of Time

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

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Suspension

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their 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 Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.7 Termination

2.7.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause CC 2.7.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- (b) If the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant, in the judgement of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

- (d) If the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (f) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (g) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause CC 8 hereof.

**2.7.2 By the
Consultant**

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause CC 2.7.2:

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

**2.7.3 Cessation of
Rights and
Obligations**

Upon termination of this Contract pursuant to Clause CC 2.7 hereof, or upon expiration of this Contract pursuant to Clause GC 2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause CC 3.3 hereof, (iii) the Consultants' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause CC 3.8.2 hereof, and (iv) any right which a Party may have under the Applicable Law.

**2.7.4 Cessation of
Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses CC 2.7.1 or CC 2.7.2 hereof, the Consultants 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 Consultants and equipment and

materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses CC 3.7 hereof.

2.7.5 Payment Upon Termination

Upon termination of this Contract pursuant to Clauses CC 2.7.1 or CC 2.7.2, the Client shall make the following payments to the Consultant:

- (a) payment pursuant to Clause CC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause CC 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

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

3.2 Conflict of Interests

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

3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.

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

3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works or services (other than

consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.3 Confidentiality Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken Out by the Consultant The Consultant

(a) shall take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as described below

- i. Professional Indemnity Insurance Cover for an amount not less than Mauritian Rupees Fifty million (MRU 50.0 Million);
- ii. Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law in force in the Republic of Mauritius, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;
- iii. Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Republic of Mauritius by the Consultant or its Personnel or any Sub-Consultants or their Personnel;
- iv. Insurance against loss of or damage to:
 1. Equipment purchased in whole or in part with funds provided under the contract,
 2. Consultant's property used in the performance of the services and,
 3. Any documents prepared by the Consultant in the performance of the services.
- v. Third Party Liability Insurance with a minimum coverage of one million Mauritian Rupees (Rs 1,000,000).

(b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

- 3.5 Consultant's Actions Requiring Client's Prior Approval**
- The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services and
 - (b) appointing such members of the Personnel not listed by name in Appendix C.
- 3.6 Reporting Obligations**
- (a) The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
 - (b) Final reports, drawings and other documents shall be delivered in CD ROM in addition to the hard copies specified in the said Appendix.
- 3.7 Documents Prepared by the Consultant to be the Property of the Client**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
 - (b) The Consultant may retain a copy of such documents and software and shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Employer.
 - (c) The Client will make full use of the project documents and have the freedom to utilise all such documents as required.

**3.8 Accounting,
Inspection and
Auditing**

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

3.8.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the Client and/or persons appointed by the Client to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client if requested by the Client. The Consultant's attention is drawn to Clause CC 1.11.1 which provides, inter alia, that acts intended to materially impede the exercise of the inspection and audit rights provided for under Clause CC 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the prevailing sanctions procedures.)

4. CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.
- 4.2 Removal and/or Replacement of Personnel**
- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
 - (b) If the Client finds that any of the Personnel has (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
 - (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
- 4.2 Resident Project Manager** The Consultants shall ensure that at all times during the Consultants' performance of the Services in the Republic of Mauritius a resident project manager, acceptable to the Client, shall take charge of the performance of such Services

5. OBLIGATIONS OF THE CLIENT

- 5.1 Change in the Applicable Law Related to Taxes and Duties** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clause CC 6.2, as the case may be.
- 5.2 Services and Facilities**
- (a) The Client shall assist without charge to obtain all pertinent data and information available and shall give assistance as shall reasonably be required by the Consultants for carrying out of its duties under this Contract. The Client shall give his decision on all matters, sketches, drawings, reports, recommendations and other matters properly referred to him for decision by the Consultants in such reasonable time as not to delay or disrupt the performance of the Consultants for its Services under the Contract.
 - (b) In addition the Client shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

- 6.1 Lump-Sum Payment** The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.1, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price** The Contract Price shall be in Mauritian Rupees and in the amount of, MUR ----- ([in words]) and shall be payable entirely in Mauritian Rupees.
- 6.3 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payments will be made either to the account of the Consultant or by Cheque drawn on the name of the Consultant and according to the payment schedule stated below. No advance payment will be made by the Client on this project. All payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due:-

	% of Fee
I. Services for master planning of the project	
(a) Inception Report	5
(b) Submission of Preliminary Master plan	20
(c) Submission of Final Master and budget estimates	25
(d) 3D views printing and 3D views video presentation	10
(e) TIA report	15
(f) EIA Report	10
(f) Development brief and Output specifications	15
II. Services up to award of infrastructure works contract	
(a) Detailed design report	
(i) Draft	15
(ii) Final	25
(b) Bidding Documents	
(i) Draft	15
(ii) Final	30
(c) Bid Evaluation report	10
(e) Contract Documents	5
	% of Fee
IV. Services during the construction period of the infrastructure works	

(a)	Construction stage payable in proportion of number of months completed with respect to the whole duration of the construction period.	85
(b)	Contract Completion report and As-made Drawings	10
(c)	Project Completion report	5

The proportion of fees set out above shall be paid to the Consultant only after submission of documents/reports mentioned or completion of related tasks.

6.5 Time for Payment

The amount due to the Consultants after successful completion of any task detailed under Clause CC 6.4 shall be paid by the Client to the Consultants within **Forty Five (45) days** after receipt of an invoice from the Consultants to that effect.

6.6 Interest on Delayed Payments

If the Client has delayed payments beyond the due date stated in the Clause CC 6.5, interest shall be paid to the Consultant for each day of delay at the rate of interest of **ten (10) percent** per annum.

7. GOOD FAITH

7.1 Good Faith

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

8. SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement** The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2 Dispute Resolution** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement shall be finally settled by Arbitration under the Arbitration Rules of the Arbitration and Mediation Center of the Mauritius Chamber of Commerce and Industry by One arbitrator appointed in accordance with the said rules.

III. APPENDICES

APPENDIX A - DESCRIPTION OF SERVICES

Note: Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

APPENDIX B - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc.

APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS

Note: List under:

- C-1 *Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Foreign Personnel to be assigned to work in the Client's country, and estimated staff-months for each.*
- C-2 *Same as C-1 for Key Foreign Personnel to be assigned to work outside the Client's country if applicable.*
- C-3 *List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in C-1 or C-2.*
- C-4 *Same information as C-1 for Key local Personnel.*

APPENDIX D - BREAKDOWN OF CONTRACT PRICE

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

1. *Monthly rates for Personnel (Key Personnel and other Personnel).*
2. *Reimbursable expenses.*
3. *Transport, etc.*

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

APPENDIX E – FEES FOR ADDITIONAL SERVICES

Note: List here the elements of cost used to arrive at the breakdown of the fees for additional services:

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

APPENDIX F - SERVICES AND FACILITIES PROVIDED BY THE CLIENT

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

APPENDIX G – TERMS OF REFERENCE

Note: *Attached a copy of the Terms of Reference.*

APPENDIX I – CONSULTANT’S APPROACH AND METHODOLOGY

Note: *List here all main components of the approach and methodology proposed by the Consultant for successful completion of all services required under the contract.*

ANNEX 1: LOCATION PLAN

