

OPEN UNIVERSITY OF MAURITIUS
Réduit, Republic of Mauritius Tel: 403 8200 Fax: (230) 464 8854



**Invitation for proposals through
Open Advertised Bidding**

Issued on: 12th April 2023

**for
Selection of Consultant**

**QUANTITY SURVEYING CONSULTANCY SERVICES
FOR THE CONSTRUCTION OF A NEW UNIVERSITY
CAMPUS AT COTE D'OR**

Procurement Reference No: OU/OAB/(RFP)/9/22-23

**Open University of Mauritius
REDUIT**

Table of Contents

Section 1. Letter of Invitation	3
Section 2. Instructions to Consultants	5
Instructions to Consultants – Data Sheet.....	25
Section 3. Technical Proposal - Standard Forms.....	31
Section 4. Financial Proposal - Standard Forms.....	45
Section 5. Form of Agreement	54
Section 6 - General Conditions	57
Particular Conditions	58
Appendices	81
Section 7. Terms of Reference	93
Checklist to be filled mandatorily by Bidders.....	121

Section 1. Letter of Invitation

Procurement Reference N°: **OU/OAB/(RFP)/9/22-23**

Date: **10th April 2023**

OPEN UNIVERSITY OF MAURITIUS RÉDUIT

Dear Sir/Madam

1. The **Open University of Mauritius** invites proposals to provide the following consulting services: **Quantity Surveying Consultancy Services for the Construction of a New University Campus at Cote d'Or – Procurement Reference No: OU/OAB/(RFP)/9/22-23**". More details on the services are provided in the Terms of Reference and Scope of Services.
2. A Consultant to provide the above services will be selected under **Quality and Cost Based Selection (QCBS)** Method and procedures described in this RFP, in accordance with the policies and procedures for public procurement in the Republic of Mauritius.
3. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 – Form of Agreement
 - Section 6 – General Conditions, Particular Conditions and Appendices
 - Section 7 – Terms of Reference
 - Checklist to be filled by Bidders
4.
 - (a) Consultants operating in the construction sector have a statutory obligation to be registered with the Constructions Industry Development Board (CIDB) of Mauritius.
 - (b) Subject to paragraph (e), Foreign consultants will be entitled to participate in this Request for Proposals subject that they enter into a Joint Venture with a local firm 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.

Yours sincerely,

Dr K S SUKON, PFHEA
Director General

Section 2. Instructions to Consultants

Table of Contents

Definitions

1. Introduction	7
Conflict of Interest	8
Fraud and Corruption	10
Eligibility	12
Eligibility of Sub-Consultants.....	13
Origin of Goods and Consulting Services	13
Only one Proposal	13
Proposal Validity.....	14
2. Clarification and Amendment of RFP Documents.....	14
3. Preparation of Proposals	14
Technical Proposal Format and Content.....	16
Financial Proposals	18
Taxes	18
4. Submission, Receipt, and Opening of Proposals.....	19
5. Proposal Evaluation.....	20
Evaluation of Technical Proposals	20
Financial Proposals for QBS.....	21
Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS).....	21
6. Negotiations.....	22
Technical negotiations	22
Financial negotiations.....	22
Availability of Professional staff/experts	23
Conclusion of the negotiations.....	23
7. Award of Contract	23
8. Confidentiality	24
9. Debriefing.....	24

Instructions to Consultants

Definitions

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

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- (m) “Services” means the work to be performed by the Consultant pursuant to the Contract.
 - (n) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.
 - (o) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

- 1.1 The Client named in the **Data Sheet** will select a consulting firm/organization (the Consultant), in accordance with the method of selection specified in the **Data Sheet**.
- 1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the **Data Sheet**. Attending the pre-proposal conference is optional. Consultants should contact the Client’s representative named in the **Data Sheet** to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the **Data Sheet**, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract

award, without thereby incurring any liability to the Consultants.

Conflict of Interest

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

1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities

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

Conflicting assignments

(ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an

infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

Conflicting relationships

- (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, shall not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

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

1.6.3 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

**Unfair
Advantage**

1.6.4 If a Consultant could derive a competitive advantage for having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

**Fraud and
Corruption**

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

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

(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;

(ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation³;

(iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁴;

(iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly,

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

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

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

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

any party or the property of the party to influence improperly the actions of a party⁵;

(v) “obstructive practice” is

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

(bb) acts intended to materially impede the exercise of the Client’s inspection and audit rights provided for under paragraph 1.7.1 below.

(b) will reject a proposal for award if it determines that the consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will sanction a firm or an individual at any time, in accordance with prevailing procedures, including by publicly declaring such firm or individual ineligible for a stated period of time: (i) to be awarded a public contract, and (ii) to be a nominated sub-consultant^b, sub-contractor, supplier, or service provider of an otherwise eligible firm being awarded a public contract.

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

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

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

- 1.7.2 Consultants and public officials shall be also aware of the provisions stated in sections 51 and 52 of the Public Procurement Act which can be consulted on the website of the Procurement Policy Office (PPO) : ppo.govmu.org.
- 1.7.3 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).
- 1.7.4 The Clients commits itself to take all measures necessary to prevent fraud and corruption and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the proposal for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to. If the Clients obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of Mauritius or if there be a substantive suspicion in this regard, he will inform the relevant authority(ies) and in addition can initiate disciplinary actions. Furthermore, such proposal shall be rejected.

Eligibility

- 1.8 Consultants participating in this selection process shall ascertain that they satisfy the eligibility criteria mentioned hereunder.
- 1.8.1 (a) In accordance with CIDB Act 2008, Consultants, whether local or foreign under an existing or intended joint venture operating in the construction sector have the statutory obligation to be registered with the Construction Industry Development Board (CIDB), as appropriate, prior to bidding for the project.
- (b) Consultants are strongly advised to consult the website of the CIDB cidb.govmu.org for further details concerning registration of consultants.
- 1.8.2 (a) A firm or individual that has been sanctioned by the Government of the Republic of Mauritius in accordance with the above clause 1.7 shall be ineligible to be awarded a public contract, or benefit from a public contract during such period of time as determined by the Procurement Policy Office.

(b) A consultant that is under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.

(c) Proposals from consultants appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.

Links for checking the ineligibility lists are available on the PPO's website: ppo.govmu.org.

(d) Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

Eligibility of Sub-Consultants	1.9	Deleted
Origin of Goods and Consulting Services	1.10	Goods supplied and Consulting Services provided under the Contract may originate from any country except if: <ul style="list-style-type: none">(i) as a matter of law or official regulation, the Republic of Mauritius prohibits commercial relations with that country; or(ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Republic of Mauritius prohibits any imports of goods from that country or any payments to persons or entities in that country.
Only one Proposal	1.11	Consultants shall submit only one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to only one proposal.

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- Proposal Validity** 1.12 The **Data Sheet** indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. However, should the need arise, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or, in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- 2. Clarification and Amendment of RFP Documents** 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the **Data Sheet** before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.
- 2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.
- 3. Preparation of Proposals** 3.1 (a) The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in English.
- (b) Notwithstanding the above, documents in French submitted with the bid may be accepted without translation.

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

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

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

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

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

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

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

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

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

**Technical
Proposal
Format and
Content**

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

- (a) (i) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client as a corporation or

as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.

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

staff team member, and their tasks (Form TECH-5 of Section 3).

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

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

Financial Proposals

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

Taxes

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

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

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

- 4.5 The Proposals must be sent to the address/addresses indicated in the **Data Sheet** and received by the Client no later than the time and the date indicated in the **Data Sheet**, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.
- 4.7 It is mandatory for bidders to fill in the checklist (pages 107-108) and ensure that all documents listed in the checklist be submitted along with the bid.

5. Proposal Evaluation

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

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

Evaluation of Technical Proposals

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

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| Financial Proposals for QBS | 5.3 | Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions. |
| Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS) | 5.4 | After the technical evaluation is completed the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional. |
| | 5.5 | Financial Proposals shall be opened in the presence of the Consultants' representatives who choose to attend. The name of the consultants and the technical scores of the consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants, upon request. |
| | 5.6 | The Client will correct any computational error. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to Mauritian Rupees using the selling rates of exchange issued by the Bank of Mauritius, prevailing on the deadline for submission of proposals. |
| | 5.7 | In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. |

The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the **Data Sheet**. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the **Data Sheet**: $S = St \times T\% + Sf \times P\%$. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

6. Negotiations

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

Technical negotiations

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

Financial negotiations

6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Republic of Mauritius, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In case of Quality and Cost Based Selection, Fixed-Budget Selection, or the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Client with the information on

remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

- | | | |
|---|-----|---|
| Availability of Professional staff/experts | 6.4 | Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and shall be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate. |
| Conclusion of the negotiations | 6.5 | Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract. |
| 7. Award of Contract | 7.1 | The Consultant whose bid attains the highest score, in accordance with the criteria and selection method set forth in the request for proposals, or the one with the least cost in the case of the Least Cost method of selection, shall be selected for award, subject to satisfactory conclusion of negotiation. |
| | 7.2 | For contract above the prescribed threshold, the Client shall notify the selected Consultant of its intention to award the contract and shall simultaneously notify all other short- listed consultants of its decision. |
| | 7.3 | For contracts not exceeding the prescribed threshold, the client shall issue the Letter of Award. |
| | 7.4 | In the absence of a challenge by any other consultant within 7 days of the notice under section 7.2, the contract shall be awarded to the selected Consultant |

-
- 7.5 Within seven days from the issue of Letter of Award, the Client shall publish on the Public Procurement Portal (publicprocurement.govmu.org) and the Client's website, the results of the RFP process identifying the:
- (i) name of the successful Consultant, and the price it offered, as well as the duration and summary scope of the assignment; and
 - (ii) an executive summary of the RFP Evaluation Report, for contracts above the prescribed threshold referred to in section 7.2.
- 7.6 After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.
- 7.7 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.
- 8. Confidentiality**
- 8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process until the publication of the award. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Government's antifraud and corruption policy.
- 9. Debriefing**
- 9.1 The client shall promptly attend to all requests for debriefing for the contract made in writing, and within 30 days from the date of the publication of the award or date the unsuccessful consultants are informed about the award, whichever is the case, by following regulation 9 of the public procurement Regulations 2008 as amended.

Instructions to Consultants – Data Sheet

Paragraph Reference	
1.1	Name of the Client: Open University of Mauritius Method of selection: Quality and Cost Based Selection (QCBS) method
1.2	Financial Proposal and Technical Proposal to be submitted together in one envelope. However Financial Proposal and Technical Proposal shall each be in a separate envelope inside. Name of the assignment is: QUANTITY SURVEYING CONSULTANCY SERVICES FOR THE CONSTRUCTION OF A NEW UNIVERSITY CAMPUS AT COTE D'OR
1.3	A pre-proposal conference will be held: Yes The pre-proposal conference will be held on: Date: 24th April 2023 Time: 15.00 hours Venue: Seminar Room, Ground Floor, North Wing Building, Open University of Mauritius, Reduit. A site visit will be held on 25th April 2023 at 10.00 hours. The Client's representative is: The Director General, Open University of Mauritius Address: Réduit Telephone: 403 8200 Facsimile: 464 8854 E-mail: confidential@open.ac.mu
1.4	The Client will provide the following inputs and facilities: The Client shall provide to the Consultant all available, data and information with respect to the University campus project, e.g: site plan, topographical survey plan. The Client shall also give his decisions on matters referred to him by the Consultant in such reasonable time as not to delay or disrupt the performance of the services under this contract. In the case of meeting and workshops with stakeholders, the Client will provide the venue and necessary assistance. However, the Consultant will have to organise the meeting and workshops.
1.6.1	The Client envisages the need for continuity for downstream work:

	Yes ___ No <input checked="" type="checkbox"/>
1.12	Proposals shall remain valid for 90 days after the submission date
1.8.1	<p>The Client will not consider a proposal from a Consultant which do not satisfy the registration requirements as spelt out in this clause.</p> <p>Bidders shall submit a valid copy of CIDB Certificate of Registration.</p>
2.1	<p>Clarifications may be requested not later than fourteen (14) days before the submission date, i.e. up to 2nd May 2023.</p> <p>For <u>Clarification of bid purposes</u> only, the Client's address is:</p> <p>The Director-General Through Secretary, Departmental Bid Committee Address: 3rd Floor, North Wing Building, Open University of Mauritius, Réduit 80835 Telephone: 403 8200 Facsimile: 464 8854 E-mail: confidential@open.ac.mu</p>
3.3 (b)	<p>The project duration is estimated at <u>Forty-Two (42) months</u> for both Phase 1 and 2 as per enclosed programme in Appendix 4. The average number of professional staff-months for each of the key professional required for the successful completion of both Phase 1 and 2 of the assignment is estimated at <u>Forty-Two (42) months</u> The Proposal shall be based on the number of Professional staff-months estimated by the Consultants and taking into consideration the proposed floor area for each Phase and stages of the project implementation (Phase1 and 2).</p> <p>Phase 1 – Proposed Gross Floor Area (GFA) – 15,000 sqm Phase 2 – Proposed Gross Floor Area (GFA) – 8,000 sqm</p> <p>Notwithstanding the above programme, the Client reserves the right to postpone the commencement of Construction Works for Phase 2 by up to twelve months compared to the base programme or to cancel the construction works of Phase 2 of the project. This is defined as Option 1 of the Programme as per Appendix 4.</p>
3.4	The format of the Technical Proposal to be submitted is: FTP

3.4 (g)	Training is a specific component of this assignment: Yes ___ No <input checked="" type="checkbox"/>
3.4(h)	The Technical Proposal shall also include a Professional Indemnity Insurance in the amount of Twenty (20) million Mauritian Rupees.
3.6	<p>The Consultant shall include the items mentioned hereunder in its Lump sum price.</p> <ol style="list-style-type: none"> (1) a per diem allowance in respect of Personnel of the foreign Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, within the Client's country for purposes of the Services; (2) cost of necessary air travel, hotel accommodation, including overseas and local transportation of the Personnel of the Foreign Consultant by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, investigations and surveys; (4) cost of applicable international or local communications such as the use of telephone , facsimile and email required for the purpose of the Services; (5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services; (6) cost of Printing and reproduction of all drawings, specifications, reports and documents required for co-ordination between the Consultants, Contractors and Sub-Contractors and for construction purposes and for the obtention of all necessary permits and approvals from Authorities. (7) other allowances where applicable and provisional or fixed sums (if any); and (8) cost for office back-up where required; (9) cost for providing and maintaining the Document Management System; (10) Professional Indemnity Insurance and Third Party Liability Insurance in compliance with Clause 9 of the General Conditions and Particular Conditions; (11) The provision of three (3) hard copies and one (1) soft copy of documents, reports and drawings for approval by the Client on each stage of the work plan including Tender and Production Information Documents;

	<p>(12) The provision of three (3) hard copies and two (2) soft copies of the as made drawings on CD/USB;</p> <p>(13) Provision of three (3) hard copies and one (1) soft copy of the Consultants' monthly reports to be provided to the Project Manager for transmission to the Client.</p> <p>(14) The cost of printing and reproduction of all revised drawings and specifications as may be required during the construction and final account stage.</p> <p>(15) The Consultants will be required to provide at their own expense the following sets of documents in hard copies:</p> <ul style="list-style-type: none"> i) Calling of tenders – 4 sets of document ii) Drawings for construction purpose – 4 sets iii) Documents for intercommunication from inception to construction – 4 sets iv) Reports – 4 sets <p>(16) cost of such further items required for purposes of the Services not covered in the foregoing.</p>
<p>3.7</p>	<p>The contact details are: Mauritius Revenue Authority Ehram Court, Cnr Mgr. Gonin & Sir Virgil Naz Streets, Port Louis, Mauritius Tel: +230 207 6000 • Fax: +230 207 6053 Email: largetaxpayer@mra.mu • Website: http://mra.mu</p>
<p>3.8</p>	<p>The Financial Proposal shall be stated in Mauritian Rupees. Payment will be effected in Mauritian Currency only.</p>
<p>4.2</p>	<p>This authorization shall consist of written confirmation and shall be attached to the bid. It may include a delegation of power by resolution of the Board of a company or from the CEO, himself holding power from the Board or from a Director being a shareholder of a company or through a Power of Attorney. The name and position held by each person signing the authorization must be typed or printed below the signature.</p> <p>Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose.</p>
<p>4.3</p>	<p>Consultant must submit the original and two (2) copies of the Technical Proposal, and the original of the Financial Proposal.</p>

<p>4.5</p>	<p>For bid submission purposes, the Client's address is: Address: The Chairperson Departmental Bid Committee Open University of Mauritius REDUIT</p> <p>Floor-Room number: 3rd Floor, North Wing Building City: Réduit 80835 Country: Republic of Mauritius</p> <p>The deadline for the submission of bids is: Date: 16th May 2023 Time: 13.30 hours (at latest) Local Time</p> <p>1. The Proposals shall be deposited in the Bid Box: 3rd Floor, North Wing Building, Open University of Mauritius, Réduit</p> <p>2. If the size of the envelope makes it impossible to be placed in the bid box such envelope shall be handed over to the Officer-in-Charge of the Open Registry, 3rd floor, Open University of Mauritius, Réduit.</p> <p>Electronic bids will not be accepted.</p>																										
<p>5.2</p>	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; width: 20%;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Experience of the Consultancy Firm similar and relevant to the assignment:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) General Experience of the Quantity Surveying Firm in similar projects; e.g: multistorey buildings of at least Gross Floor Area (GFA) 10,000 sqm in the last 10 years</td> <td style="text-align: right; vertical-align: bottom;">30</td> </tr> <tr> <td style="text-align: right; padding-right: 20px;">Total points for criterion (i):</td> <td style="text-align: right;">30</td> </tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference and requirements stated in Form Tech 4</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">(a) Technical Approach and Methodology</td> <td style="text-align: right;">15</td> </tr> <tr> <td style="padding-left: 20px;">(b) Work Plan</td> <td style="text-align: right;">7</td> </tr> <tr> <td style="padding-left: 20px;">(c) Organisation and Staffing</td> <td style="text-align: right;">8</td> </tr> <tr> <td style="text-align: right; padding-right: 20px;">Total points for criterion (ii):</td> <td style="text-align: right;">30</td> </tr> <tr> <td>(iii) Key Professional Staff, extent of participation in each stage of design development and supervision proposed for the assignment:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Key Quantity Surveyor</td> <td style="text-align: right;">25</td> </tr> <tr> <td style="padding-left: 20px;">b) Support Quantity Surveyor</td> <td style="text-align: right;">15</td> </tr> <tr> <td style="text-align: right; padding-right: 20px;">Total points for criterion (iii):</td> <td style="text-align: right;">40</td> </tr> </tbody> </table> <p>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:</p>		<u>Points</u>	(i) Experience of the Consultancy Firm similar and relevant to the assignment:		a) General Experience of the Quantity Surveying Firm in similar projects; e.g: multistorey buildings of at least Gross Floor Area (GFA) 10,000 sqm in the last 10 years	30	Total points for criterion (i):	30	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference and requirements stated in Form Tech 4		(a) Technical Approach and Methodology	15	(b) Work Plan	7	(c) Organisation and Staffing	8	Total points for criterion (ii):	30	(iii) Key Professional Staff, extent of participation in each stage of design development and supervision proposed for the assignment:		a) Key Quantity Surveyor	25	b) Support Quantity Surveyor	15	Total points for criterion (iii):	40
	<u>Points</u>																										
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a) Key Quantity Surveyor	25																										
b) Support Quantity Surveyor	15																										
Total points for criterion (iii):	40																										

	<p>1) General qualifications 20%</p> <p>2) General experience 20%</p> <p>3) Adequacy for the assignment (Specific experience in similar nature works) 60%</p> <p style="text-align: right;">Total weight: 100%</p> <p style="text-align: right;">Total points for the three criteria: 100</p> <p>The minimum technical score required to pass is: Minimum of 60% score in each criteria / sub-criteria; and 80 Points overall.</p>
<p>5.7</p>	<p>The formula for determining the financial scores is the following:</p> <ul style="list-style-type: none"> • The score (Pt) under the Technical Proposal submission would be the arithmetic sum of the marks assigned to each of the parameters listed for evaluation of Technical Proposal in this RFP. • The financial proposals shall be opened only after the conclusion of the evaluation of the technical proposal. The Financial Proposals shall be given scores as follows: <p style="padding-left: 40px;">$Pf = 100 \times \text{Financial Proposal with Lowest Cost} / \text{Financial Proposal of Consultant under consideration}$</p> <ul style="list-style-type: none"> • The Composite Score from Technical Proposal and Financial Proposal shall be computed as follows: $\text{Composite Score} = (Pt \times 0.8) + (Pf \times 0.2)$ • The Consultant obtaining the highest Composite Score would be declared as the Selected Consultant. <p>The weights given to the Technical (T) and Financial (F) Proposals are: T = 0.8, and F = 0.2</p>
<p>6.1</p>	<p>Expected date and address for contract negotiations: During Second month after submission of Proposals at 3rd Floor, Open University of Mauritius premises, Réduit</p>
<p>7.7</p>	<p>Expected date for commencement of consulting services:</p> <p>July 2023</p>

Section 3. 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.]

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

Form TECH-1: Technical Proposal Submission Form.....	32
Form TECH-2: Consultant’s Organization and Experience	34
A - Consultant’s Organization	34
B - Consultant’s Experience	35
Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client	36
A - On the Terms of Reference.....	37
B - On Counterpart Staff and Facilities	38
Form TECH-4: Comprehensive Description of Approach, Methodology and Work Plan for Performing the Assignment	39
Form TECH-5: Complete Team Composition and Task Assignments	40
Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff.....	41
Form TECH-7: Staffing Schedule¹	43
Form TECH-8 Work Schedule	44

CONSTRUCTION OF A NEW UNIVERSITY CAMPUS AT COTE D'OR FOR OPEN UNIVERSITY OF MAURITIUS

QUANTITY SURVEYING CONSULTANCY SERVICES

Form TECH-1: Technical Proposal Submission Form

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

Dear Sir/Madam:

- (a) We, the undersigned, offer to provide **the Quantity Surveying Consultancy Services for the Construction of a New University Campus at Cote d'Or – Procurement Reference No: OU/OAB/(RFP)/9/22-23** in accordance with your Invitation for Proposals dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.
- (b) We are submitting our Proposal in association with: *[Insert a list with full name and address of each associated Consultant]*^{2 & 3}
- (c) We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
- (d) If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.
- (e) We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.7 of the Data Sheet.
- (f) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:

-
- (i) We shall not, directly or through any other person or firm, offer, promise or give to any of the clients' employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (ii) We shall not enter with other Consultants into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of proposals or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - (iii) We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

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

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

We remain,

Yours sincerely,

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

1 [*In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."*]

2 [*Delete in case no association is foreseen.*]

3 [*The bidders shall submit letter of undertaking/association from each consultant, for each associated sub consultant/individual/freelance.*]

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

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

B.1 - Consultant's Experience

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

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

Firm's Name: _____

B.2 - Consultant's Specific Experience related to Design of University Campus

[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]

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

Firm's Name: _____

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

A - On the Terms of Reference

[The Consultant shall 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

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

Form TECH-4: Comprehensive 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 (up to a maximum of 80 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, the quality of the management approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output to achieve the Client's objectives. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them to mitigate project risks. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

Sustainability/ Green Energy/ Carbon reduction. In this chapter you should explain your understanding of sustainability/ Green Energy/ Carbon reduction principles and design consideration you could implement.

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 his schedule of activities for each stage of the Work, and proposed technical and support staff.]

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 I have been in continuous employment with this Firm for the past 3 years.

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

[Signature of staff member or authorized representative of the staff] Date: _____
Day/Month/Year

Full name of authorized representative: _____



[Signature of Director/Partner] Date: _____
Day/Month/Year

Full name of authorized representative: _____

Form TECH-7: Staffing Schedule

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	
1		[Home]																
		[Field]																
2																		
3																		
n																		
													Total					

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.

 Full time input
 Part time input

Form TECH-8 Work Schedule

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

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

Section 4. Financial Proposal - Standard Forms

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

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.]

Form FIN-1: Financial Proposal Submission Form	46
Form FIN-2: Summary of Costs	48
Form FIN-3: Breakdown of Costs by Activity¹	50
Form FIN-4: Breakdown of Remuneration¹ (Lump-Sum)	51
Form FIN-5: Breakdown of Reimbursable Expenses (Lump-Sum)	52

CONSTRUCTION OF A NEW UNIVERSITY CAMPUS AT COTE D'OR FOR OPEN UNIVERSITY OF MAURITIUS

QUANTITY SURVEYING CONSULTANCY SERVICES

Form FIN-1: Financial Proposal Submission Form

To: The Director-General

Through Secretary, Departmental Bid Committee

3rd Floor, North Wing Building, Open University of Mauritius, Réduit 80835

Dear Sir/Madam:

- (a) We, the undersigned, offer to provide **Quantity Surveying Consultancy Services for the Construction of a New University Campus at Cote d'Or – Procurement Reference No: OU/OAB/(RFP)/9/22-23** in accordance with your Invitation for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal is for the lump sum of [*Insert amount(s) in words and figures*¹]. This amount is inclusive of the local taxes except VAT.
- (b) Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.
- (c) Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

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

- (d) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:
- i. We shall not, directly or through any other person or firm, offer, promise or give to any of the clients' employees involved in the bidding process or the

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

ii. We shall not enter with other applicants into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

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

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

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

We remain,

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

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

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

Form FIN-2: Summary of Costs

Description	%	BASE PROPOSAL Costs (Mauritian Rupees)		
		Phase 1	Phase 2	Total
Stage 1 and 2 – Inception and Concept Design	10 %			
Stage 3 – Scheme Design	10 %			
Stage 4 – Detailed Design	25 %			
Stage 5 – Tender				
a) Bidding Documents	2.5 %			
b) Appointment of Contractor	2.5 %			
Stage 6 – Construction				
a) Construction stage payable in proportion of number of months completed with respect to the whole duration of the construction period	45 %			
b) As-Made Drawings, Operation & Maintenance Manuals, Warranty Certificates, etc.	2.5 %			
Stage 7 – Defects Notification Period				
a) Completion of Defects Notification Period and issue of Performance Certificate	2.5 %			
Total	100%			
TOTAL COSTS OF FINANCIAL PROPOSAL² EXCLUSIVE OF VAT				

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

Form FIN-2: Summary of Costs

Description	%	OPTION 1 Costs (Mauritian Rupees)		
		Phase 1	Phase 2	Total
Stage 1 and 2 – Inception and Concept Design	10 %			
Stage 3 – Scheme Design	10 %			
Stage 4 – Detailed Design	25 %			
Stage 5 – Tender				
c) Bidding Documents	2.5 %			
d) Appointment of Contractor	2.5 %			
Stage 6 – Construction				
c) Construction stage payable in proportion of number of months completed with respect to the whole duration of the construction period	45 %			
d) As-Made Drawings, Operation & Maintenance Manuals, Warranty Certificates, etc.	2.5 %			
Stage 7 – Defects Notification Period				
b) Completion of Defects Notification Period and issue of Performance Certificate	2.5 %			
Total	100%			
TOTAL COSTS OF FINANCIAL PROPOSAL² EXCLUSIVE OF VAT				

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

Form FIN-3: Breakdown of Costs by Activity¹

Group of Activities (Phase): ² _____ _____	Description: ³ _____ _____		
Cost component	Costs (in Mauritian Rupees)		
	Phase 1	Phase 2	Total
Remuneration ⁵			
Reimbursable Expenses ⁵			
Subtotals Exclusive of VAT			

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

Form FIN-5: Breakdown of Reimbursable Expenses (Lump-Sum)

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

N°	Description ¹	Unit	Unit Cost ²
	Per diem allowances	Day	
	International flights ³	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [<i>Insert place</i>] and [<i>Insert place</i>]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Printing Costs	No.	
	Coloured Copy	Unit Cost (MUR)	Black and White Copy
	A0		A0
	A1		A1
	A2		A2
	A3		A3
	A4		A4

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

Section 5. Form of Agreement

Section 5. Form of Agreement.....54

Section 5. Form of Agreement

CONSTRUCTION OF A NEW UNIVERSITY CAMPUS AT COTE D'OR FOR OPEN UNIVERSITY OF MAURITIUS

QUANTITY SURVEYING CONSULTANCY SERVICES

Between (Name of Client) **OPEN UNIVERSITY OF MAURITIUS**

of (Address of Client) Reduit

(hereinafter called "**the Client**")

and (Name of Consultant)

.....

of (Address of Consultant)

.....

(hereinafter called "**the Consultant**")

WHEREAS:

The Client desires that certain Services should be performed by the **Quantity Surveying Consultant** for the **CONSTRUCTION OF A NEW UNIVERSITY CAMPUS AT COTE D'OR**

and has accepted an offer/proposal by the Consultant for the performance of such Services.

THE CLIENT AND THE CONSULTANT AGREE AS FOLLOWS:

1. In the Agreement words and expressions shall have the same meanings as are respectively assigned to them in Clause 1.1 of the General Conditions of the Client/Consultant Model Services Agreement.
2. The following documents shall be deemed to form and be read and construed as part of the Agreement and shall be given the order of precedence as below:
 - (a) This Form of Agreement;

-
- (b) Any letter of acceptance by the Client incorporated into the Agreement under Sub-Clause 1.1.1;
 - (c) Any letter of offer/proposal by the Consultant incorporated into the Agreement under Sub-Clause 1.1.1;
 - (d) The Client/Consultant Model Services Agreement;
 - (i) Part 2 - Particular Conditions (Part A and Part B);
 - (ii) Part 1 - General Conditions;
 - (e) Appendices 1 to 4;
 - (f) The Financial Proposal
 - (g) The Technical Proposal
 - (h) The Terms of Reference
3. In consideration of the payments to be made by the Client to the Consultant under the Agreement, the Consultant hereby agrees with the Client to perform the Services in conformity with the provisions of the Agreement.
4. The Client hereby agrees to pay the Consultant in consideration of the performance of the Services the sum of Mauritius Rupees
.....
(MUR) exclusive of VAT or such amounts as may become payable under the provisions of the Agreement at the times and in the manner prescribed by the Agreement.

AUTHORISED SIGNATURE(S) OF CLIENT: AUTHORISED SIGNATURE(S) OF CONSULTANT:

Signature _____

Signature _____

Name _____

Name _____

Position _____

Position _____

Date _____

Date _____

In the Presence of:

In the Presence of:

Signature _____

Signature _____

Name _____

Name _____

Position _____

Position _____

Section 6. General Conditions and Particular Conditions and Appendices 1, 2, 3 and 4

Part 1. General Conditions	57
Part 2. Particular Conditions.....	58
2.1 References from Clauses in the General Conditions	58
2.2 Additional or Amended Clauses to the General Conditions	61
Appendix 1. Scope of Services	81
Appendix 2. Personnel, Equipment, Facilities and Services of others to be provided by the Client	87
Appendix 3. Remuneration and Payment	88
Appendix 4. Programme	90

Section 6. General Conditions and Particular Conditions and Appendices 1, 2, 3 and 4

PART 1 - GENERAL CONDITIONS

Notes on the Conditions

The Conditions of the Agreement shall comprise of Part I – General Conditions as contained in the Client/Consultant Model Services Agreement – Fifth Edition 2017 ISBN-978-2-88432-078-8.

The heading of the General Conditions are hereunder tabulated for ease of reference:

1. General Provisions
2. The Client
3. The Consultant
4. Commencement and Completion
5. Variations to Services
6. Suspension of Services and Termination of Agreement
7. Payment
8. Liabilities
9. Insurance
10. Disputes and Arbitration

The standard text of the FIDIC General Conditions are retained intact to facilitate its reading and interpretation by bidders. Any amendments and additions to the General Conditions, specific to the contract in hand, are introduced in the "Particular Conditions Part A & B".

Copies of the FIDIC Conditions of Contract can be obtained from:

**FIDIC Secretariat
P.O. Box 86
1000 Lausanne 12
Switzerland
Facsimile: 41 21 653 5432
Telephone: 41 21 653 5003**

Section 6. General Conditions and Particular Conditions and Appendices 1, 2, 3 and 4

PART 2 - PARTICULAR CONDITIONS

2.1 – REFERENCES FROM CLAUSES IN THE GENERAL CONDITIONS

1.1 Definitions

- 1.1.4 Client's Representative **The Director General
Open University of Mauritius**
- 1.1.5 Commencement Date **Fourteen (14) days** from date of issue of Letter of Acceptance/ Appointment or from Date of Notification to commence the carrying out of the Services, whichever is the latest.
- 1.1.8 Consultant's Representative The Consultant's Representative shall be
.....
The Lead Member on behalf of the Joint Venture Consultant shall be
.....
- 1.1.9 Country **The Republic of Mauritius**
- 1.1.22 Name of Project **Construction of a New University Campus at Cote D'Or**
- 1.1.24 Time for Completion **Forty Two (42) months** – Refer to Programme and subject to Conditions on postponement and/or cancellation of construction stage.
- ##### 1.3 Notices and other Communications
- 1.3.1(c) Communications System of Electronic Communication is accepted for exchange of drawings, specifications, requests for site visits, approvals of materials and work executed, application for interim payments.
- Notices to be served shall be non-editable digital forms and will take effect only upon receipt at the address stated in the Particular Conditions.
- Notices shall be formal letters duly addressed to the Client and sent by registered post.

1.3.1(d) Address for Communications Client's address:
**The Director General
Open University of Mauritius
Redit**
Email: confidential@open.ac.mu
Consultant's address:
.....
.....
.....
Email:

1.4 Law and Language

1.4.1 Law governing Agreement The Law governing the Agreement is the **Laws of the Republic of Mauritius.**

The Consultant shall comply with all laws, regulations, enactments, ordinances and rules bearing on the Consultant in the performance of its obligations under the Agreement.

1.4.2 Ruling Language of Agreement The Language is **English.**

1.4.3 Language for Communications The Language is **English.**

1.8 Confidentiality

1.8.3 Period for expiry of Confidentiality Delete the words "shall expire two(2) years after completion of the Services" in line 1 and 2 of sub-paragraph and replace by "*shall remain in full force and effect after the issue of the completion*".

Delete the words "whichever is the earlier" in line 2 and 3 of Sub-paragraph.

1.9 Publication

1.9.1 Publication restrictions This obligation will not lapse after the issue of the Completion Certificate or termination of the Agreement.

3.9	Construction Administration	Architect
7.2.2	Time for Payment	Sixty (60) days from presentation of invoice
7.2.2	Late Payment	One per cent (1%) above key rate of the Bank of Mauritius
7.3.3	Currency of Payment	Mauritian Rupees only
7.4	Third Party Charges on the Consultant	Not applicable
8.2	Duration of Liability	
8.2.1	Period of Liability	10 years after Completion of Services in Agreement
8.3	Limit of Liability	
8.3.1	Limit of Liability	1.5 times of Total Remuneration and Payment payable under the Agreement.
9	Insurance	
9.1.1	Insurances to be taken out by Consultant	Professional Indemnity Insurance shall be Rs 20 million Public Liability Insurance shall be Rs 10 million
10	Disputes and Arbitration	
10.4.1	Arbitration rules	Arbitration rules shall be according to the Laws of the Republic of Mauritius
10.4.1	Language of arbitration	Language of arbitration shall be English .

Section 6. General Conditions and Particular Conditions and Appendices 1, 2, 3 and 4

PART 2 - PARTICULAR CONDITIONS

2.2 – ADDITIONAL OR AMENDED CLAUSES TO GENERAL CONDITIONS

Note:

The following clauses are to be read in conjunction with the General Conditions of Contract, and include amendments and/or supplementary clauses to the General Conditions.

The provisions of the Particular Conditions hereinafter shall prevail over those of the General Conditions.

Unless specifically amended, the wording of the relevant Clauses remains as shown in the FIDIC Conditions of Contract, fifth Edition, 2017.

Clause 1.0 – General Provisions

**Sub-Clause 1.1.1 -
Agreement**

Delete the text and replace by the following:-

“Agreement” means the Form of Agreement, the Letter of Acceptance/Appointment, the General Conditions of Contract (FIDIC General Conditions of Contract – Fifth Edition 2017 – Part 1, the Particular Conditions – Part 2, the Technical Proposal, the Financial Proposal Submission Forms, the Terms of Reference in the Invitation for Consultancy Proposal, the Insurances and any letters attached to the above.

**Sub-Clause 1.1.5 -
Commencement
Date**

Add the following:

“The Consultant shall confirm availability of Key Experts and Key Personnel to begin the services not later than seven (7) days after issue of Letter of Acceptance/Appointment.”

**Sub-Clause 1.1.8 –
Consultant’s
Representative**

Add the following:

“Any action required or permitted to be taken, and any document required or permitted to be executed under this Agreement by the Consultant may be taken or executed by the named Consultant’s Representative.

In case the Consultant is a Joint Venture, the members hereby authorize the Lead member specified in Sub-Clause 1.1.8 to act on their behalf in exercising all the Consultant’s rights and obligations

towards the Client under this Agreement, including without limitation the receiving of instructions and payments from the Client.”

**Sub-Clause 1.1.11 –
Effective Date**

The Effective Date shall come into force and effect on the date of the Client’s Notice to the Consultant to commence the carrying out of the Services.

**Sub-Clause 1.2 –
Interpretation**

Delete Sub-Clause 1.2.3 in its entirety.

**Sub-Clause 1.3 –
Notices and
Communications**

Add the following:

“The Agreement shall be governed by the Laws of the Republic of Mauritius”

Add the following at the end of Sub-clause:-

“Any communication required or permitted to be given or made pursuant to Sub-Clause 1.3.1 shall be in the language specified in Sub-Clause 1.4.

Any party may change its address for notice pursuant to Sub-Clause 1.3(d) by giving the other party any communication of such change to the address specified in the Particular Conditions.”

**Sub-Clause 1.4 -
Law and Language**

Add the following at the end of Sub-Clause 1.4.1:

“The Consultant shall comply with all laws, regulations, enactments, ordinances and rules bearing on the Consultant in the performance of its obligations under the Agreement.”

Add the following at the end of Sub-Clause 1.4.2:

“The ruling language shall be binding for all matters relating to the interpretation of this Agreement.”

**Sub-Clause 1.6 –
Assignments and
Sub-Contracts**

Add the following paragraph 1.6.5 at the end of Sub-Clause 1.6

1.6.5 – The Consultant shall not cause or permit any lien, attachment and the like by any person to be placed on file in any public office with the Client against any money due or to become due to the Consultant for any service supplied or to be supplied under the Agreement by any reason whatsoever of any claim or demand against the Consultant and/or the Client.

**Sub-Clause 1.7 –
Intellectual
Property**

Delete Sub-paragraph 1.7.1 of Sub-Clause and replace by the following:-

“Except as is otherwise expressly provided in writing in the Agreement, the Client shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents,

copyrights and trademarks, with regard to products, processes inventions, ideas, know-how, or documents and other materials which the Consultant has developed for the Client under the Agreement and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Agreement. The Consultant acknowledges and agrees that such Foreground Intellectual Property constitute works made for hire for the Client.”

Delete Sub-paragraph 1.7.5 in its entirety.

Sub-Clause 1.8.3 – Confidentiality

Delete the words “shall expire two (2) years after completion of the Services” in line 1 and 2 of sub-paragraph and replace by “*shall remain in full force and effect after the issue of the Completion Certificate of termination of Agreement*”.

Delete the words “whichever is the earlier” in line 2 and 3 of Sub-paragraph.

Sub-Clause 1.9 – Publication

Delete Sub-paragraph 1.9.1 in Sub-Clause and replace by the following:-

“The Consultant shall not advertise or otherwise make public for any reason whatsoever that it had a contractual relationship with the Client nor will use the name, logo or seal of the Client.

This obligation will not lapse after the issue of the Completion Certificate or termination of the Agreement.”

Sub-Clause 1.10 – Anti Corruption

Add the following paragraphs (c), (d), (e), (f) and (g) to second paragraph of Sub-Clause 1.10.1:-

- (c) *“In the performance of the its obligations under the Agreement, the Consultant, its agents and employees shall observe and comply with the Anti Corruption Laws in Mauritius, and with all applicable laws, rules, regulations, and orders relating to corruption and bribery”.*
- (d) *If the Client determines that the Consultant and/or its Personnel 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.*
- (e) *The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity*

or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract.

- (f) *The Consultant shall take steps to ensure that no person acting for it or on its behalf will engage in any type of fraud and corruption during the contract execution.*
- (g) *Transgression of the above is a serious offence and appropriate actions will be taken against such Consultant.*

**Sub-Clause 1.11
Relationship
between the Parties**

Add the following Sub-Clause 1.11.3:

“The Consultant has to be fully responsible for the performance of the Services rendered by its Key Experts and Sub-Consultants if any.”

**Sub-Clause 1.12 –
Agreement
Amendment**

Delete Sub-Clause in its entirety and replace by:

“The Agreement contains all covenants stipulations and provisions previously agreed by the Parties. The Parties shall not be bound by or liable for any statement, representation, promise or agreement not set in the Agreement.

Any modification or variation of the terms and conditions of this Agreement including any modification or variation to the Scope of Services – Appendix I of the Terms of Reference can only be made by written agreement of the Parties. Each Party shall give due consideration to any proposals for modification or variation made by the other Party.

Any action required or permitted to be taken and any document required or permitted to be executed under this Agreement shall be taken and executed by the authorized Representatives of the Parties”.

**Sub-Clause 1.16 –
Good Faith**

Add the following after the words “goodtrust” in line 1 & 2 of Sub-Clause:-

“with respect to each other’s rights under the Agreement, adopt all reasonable measures in the realization of the project in a spirit of mutual trust.”

Clause 2.0 – The Client

**Sub-Clause 2.3.1 –
Assistance**

Delete Sub-Clause 2.3.1 in its entirety and replace by the following:-

“The Consultant shall be responsible and shall ensure that its personnel and dependants obtain all necessary documents to comply with the laws relating to working in Mauritius including but not limited to visas, residency and exit permissions.

The Consultant shall also be responsible and bear all necessary expenses for obtaining all custom clearance, exchange of currency for the performance of the services required.

**Sub-Clause 2.4 –
Client’s Financial
Arrangements**

Delete Sub-Clause 2.4 in its entirety.

**Sub-Clause 2.5 –
Supply of Client’s
Equipment and
Facilities**

Delete Sub-Clause 2.5.1 in its entirety and replace by the following:

“The Client shall make available free of cost to the Consultant the inputs and facilities listed in Appendix 2 (Personnel, Equipment, Facilities and Services of Others to be provided by the Client).

Any input or facilities provided by the Client to the Consultant for the performance of any obligations under the Agreement shall remain the property of the Client and shall be returned to the Client in the same condition as when delivered save for wear and tear.

The Consultant shall be liable for any loss or damage to the facility provided and must take out necessary insurances to cover such risks when no longer needed by the Consultant but not later than the date of Completion Certificate.”

**Sub-Clause 2.6 –
Supply of Client’s
Personnel**

Delete Sub-Clause 2.6 in its entirety.

**Sub-Clause 2.7 –
Client’s
Representative**

Delete Sub-Clause 2.7 in its entirety

**Sub-Clause 2.8 –
Services of others**

Delete Sub-Clause 2.8 and replace by the following:

“The Client shall at his own cost arrange for the provision of services of other Consultants in Project Management, Structural and Civil Engineering, Building Services Engineering, Quantity Surveying, Land Surveying, Landscape Architecture and Interior Design.

The Consultant shall cooperate with the Suppliers of such services and provide the required coordination required in the production of interface and coordinated drawings and specifications, but shall not be responsible for their performance.”

**Sub-Clause 2.9 –
Payment Obligation**

Add the following Sub-Clause:-

“In consideration of the Services performed by the Consultant under this Agreement, the Client shall make such payments to the Consultant for the deliverables specified in Appendix 1 (Scope of Services) and in such manner as is provided by Clause 7 of the Agreement.”

Clause 3.0 – The Consultant

**Sub-Clause 3.3 –
Standard of Care**

Replace title heading “Standard of Care” in paragraph 3.3 by “*Duty of Care*”.

Delete the word “and diligence” in line 6 of Sub-paragraph 3.3.1 and add the following:

“diligence, efficiency and economy in accordance with generally accepted professional standards and practices and shall observe sound management practices, employ appropriate technology and safe and effective equipment, materials and methods”

Add the following at the end of Sub-Clause 3.3.1:

“The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client’s legitimate interests in any dealings with the third parties.

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

Delete Sub-Clause 3.3.2 and replace by the following:

“Where the Services of the Consultant include the exercise of powers or performance of duties required by the terms of a Contract entered between the Client and any third party, the Consultant shall

- (a) exercise such powers and obligations with reasonable care, skill and diligence as required under Sub-Clause 3.3.3.1 with due regard to the third party*
- (b) certify, determine and exercise discretion as to act fairly between the Client and the third party not as an Arbitrator but as an independent Professional exercising his judgement with reasonable care, skill and diligence*
- (c) issue instructions, subject to obtaining prior approval of the Client on any variation which have an effect on costs or quality or time, and*
- (d) instruct any work in a Works Contract to the third party by way of a variation which is urgently required for the safety of the Works arising from any accident, unforeseeable event or otherwise.”*

**Sub-Clause 3.7.1 –
Changes in
Consultant's
Personnel**

Add the following before the start of Sub-Clause 3.7.1:

“The Key Personnel assigned to perform the obligations under the Agreement shall not be withdrawn and replaced by the Consultant without the written approval of the Client, which shall not be unreasonably withheld.”

Add the following at the end of Sub-Clause 3.7.1

“The withdrawal or replacement of the Key Consultant Personnel shall be carried out within seven (7) days and in a manner which will not adversely affect the performance of the Consultant's obligations under the Agreement.

Nothing shall be construed to create any obligations whatsoever on the part of the Client with respect to the Consultant's Key Personnel or other personnel assigned to perform the Services under this Agreement. Such Personnel shall remain the sole responsibility of the Consultant.”

Sub-Clause 3.7.2

Delete Sub-Clause 3.7.2 in its entirety and replace by the following:-

“Expenses related to the withdrawal or replacement of the Consultant's Personnel shall be borne entirely by the Consultant”

**Sub-Clause 3.9 -
Construction
Administration**

The Consultant is required to perform the function of *Architect* as defined and to administrate the Construction Contract in accordance with the Terms of Reference and Appendix 1 (Scope of Services).

**Sub-Clause 3.9.1,
3.9.2 and 3.9.3 –
Construction
Administration**

Delete “engineer, employer's representative, project manager or similar” and replace by “*an Architect*”.

**Sub-Clause 3.10 –
Law applicable to
Services**

Add the following new Sub-Clause 3.10 after Sub-Clause 3.9:

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

3.10.2 *Throughout the execution of the Agreement, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when:*

(a) as a matter of law or official regulations, the Client's country prohibits commercial relations with that country; or

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

**Sub-Clause 3.11 –
Conflict of Interest**

Add the following Sub-Clause 3.11:

- 3.11.1 *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.*
- 3.11.2 *The payment of the Consultant pursuant to Clause 7 (Payment) shall constitute the Consultant's only payment in connection with this Agreement and, subject to Sub-Clause 3.11.4, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.*
- 3.11.3 *Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.*
- 3.11.4 *Unless otherwise specified in the Agreement, the Consultant agrees that, during the term of this Agreement and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.*
- 3.11.5 *The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Agreement.*
- 3.11.6 *The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations*

may lead to the disqualification of the Consultant or the termination of its Agreement.

**Sub-Clause 3.12 –
Reporting
Obligations**

Add the following Sub-Clause 3.12:

The Consultant shall submit to the Client the reports and documents specified in Appendix 1 (Scope of Services), in the form, in the numbers and within the time periods set forth in the said Appendix.

**Sub-Clause 3.13 –
Proprietary Rights
of the Client in
Reports and
Records**

Add the following Sub-Clause 3.13:

- 3.13.1 *Unless otherwise indicated in the Agreement, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Agreement without prior written approval of the Client.*
- 3.13.2 *If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be as specified in the Agreement.*

**Sub-Clause 3.14 –
Consultant's Key
Experts and Sub-
Consultants**

Add the following Sub-Clause 3.14:

- 3.14.1 *The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in the Terms of Reference.*

Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

- 3.14.2 *Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.*
- 3.14.3 *If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.*
- 3.14.4 *In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.*
- 3.14.5 *Any replacement of the removed Experts or Sub-consultants shall possess equivalent or better qualifications and experience and shall be acceptable to the Client.*
- 3.14.6 *The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.*

Clause 4.0 – Commencement and Completion

Sub-Clause 4.2.1 – Commencement and Completion of Services

Add the following after the words "Commencement Date" in line 2 of subparagraph:

"but not later than seven (7) days from Date of Notification to commence"

Add the following at the end of Sub-Clause 4.2.1:

"The Consultant shall complete the services required in each stage in accordance with the Programme set (Appendix 4 of the Terms of Reference).

The Consultant shall only commence any stage listed in the Programme (Appendix 4) upon expressed instruction from the Client".

Sub-Clause 4.3.4 – Programme

Add the following Sub-Clause 4.3.4:

No modification or change in the Agreement will be enforceable unless the modification or change has been agreed in writing by the Client.

In the event that the Agreement shall be modified in respect of Time for Completion, the terms and conditions for any extended period of the Agreement shall be on the same terms and conditions as set in the Agreement unless the parties have agreed otherwise in accordance with Sub-Clause 4.3.4.

In the event of any delay in the Time for Completion caused by any variation to the services initiated by the Client by the issue of a Variation Notice in accordance with Sub-Clause 5.1.1 and any delay by the causes referred in Sub-Clause 4.4.1, the Consultant shall promptly notify the Client the cause of the delay which will affect the provision of the Services and increase the Contract Price in the Agreement.

**Sub-Clause 4.5 –
Delays**

Add the following Sub-Clause 4.5:

A penalty at the rate of Rupees Twenty Five Thousand (Rs 25,000) per calendar day shall be levied in the event of any delay in the submission of deliverables by the Consultant up to a maximum of ten (10) percent of the Contract Sum in the Agreement.

Clause 5.0 – Variances to Services

**Sub-Clause 5.3 –
Variations**

Add the following Sub-Clauses 5.3 & 5.4:

- 5.3 *The Client reserves the right to postpone the construction stage of Phase 2 of the Works Contract or to cancel the construction stage of Phase 2 by giving a Variation Notice in compliance with Sub-Clause 5.1 – this is termed as Option 1 of the Programme.*

The Notice will be served by the Client prior to the Commencement of Phase 2 Works on site in conformity with the Programme (Appendix 4).

The value of the above Variation shall be determined in accordance with the rates and/or prices quoted by the Consultant in Form Fin 1 - Financial Proposal Submission Form and the Schedule of Payment set in Appendix 3 (Remuneration and Payment).

- 5.4 *The Client reserves the right also to add or omit 10% to the Gross Floor Area indicated in either Phase 1 or 2 or Phase 1&2 combined as soon as the Budget Estimate has been finalized on production of the Cost Plan at Scheme Design Stage of the Programme (Appendix 4).*

For the above variation, the Lump Sum fees for Phase 1 and Phase 2 will not be adjusted in the event the adjusted Gross Floor Area is within the range of $\pm 10\%$ of the Gross Floor Area indicated in the Terms of Reference.

In the event the above range exceeds ten per cent (10%) of the Gross Floor Area, the adjustment in the Lump Sum Fees shall be amicably discussed and agreed before the commencement of the Detail Design Stage. Fees adjustment shall be based on the breakdown of fees set in Fin 1 of the Financial Proposal and the Schedule of Payment in Appendix 3 (Remuneration and Payment).

Clause 6.0 – Force Majeure, Suspension of Services and Termination of Agreement

Amend title of Clause 6 – Suspension of Services and Termination of Agreement to “*Force Majeure, Suspension of Services and Termination of Agreement*”.

Sub-Clause 6.A – Force Majeure

Add the following before Sub-Clause 6.1:

- 6.A.1 *For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations in this Agreement hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, spread of epidemic or pandemic in the region, proclamation of any confinement, restriction of remaining outdoor in the region of the site or the whole country, lockouts or other industrial action confiscation or any other action by Government agencies.*
- 6.A.2 *Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.*
- 6.A.3 *Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.*
- 6.A.4 *The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative*

measures, all with the objective of carrying out the terms and conditions of this Agreement.

- 6.A.5 *A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.*
- 6.A.6 *A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.*
- 6.A.7 *Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure at no additional cost to the Client.*
- 6.A.8 *During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:*
- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or*
 - (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.*
- 6.A.9 *In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 10.*

**Sub-Clause 6.4.1 –
Termination by the
Client**

Delete Sub-Clause 6.4.1 and replace by the following:-

The Client may terminate the Agreement “de plein droit” and without the need for any judicial or extra judicial formality if the Consultant is, without good reason, not discharging its obligations under the Agreement or, if, is in breach of a material term condition of the Agreement and has failed to remedy the breach to the satisfaction of the Client after having been notified to do so within fourteen (14) days of notification.

Delete the words “which (under applicable laws) has a similar effectappropriate notice” in line 6, 7, 8, 9 of sub-paragraph (b) and add the following:-

“which the Client make with immediate effect, terminate the Agreement de plein droit and without the need for any judicial or extra judicial formality.”

Delete the words “upon service of an appropriate notice in line 3 and 4 of sub-paragraph (c) and add the following:

“de plein droit and without the need to any judicial or extra judicial formality.”

Delete Sub-Clause 6.4.1(e) in its entirety and replace by the following:

“Notwithstanding the above provisions, the Client may at its sole discretion de plein droit terminate the Agreement without any need for any judicial formality by giving a Fifty Six (56) days Notice of Termination of Agreement.”

Clause 7.0 – Payment

Sub-Clause 7.1 – Payment to Consultant

Delete Sub-Clause 7.1.2 and replace by the following:

“Payments under this Agreement shall be made in lump sum instalments against deliverable specified in Appendix 1 (Scope of Services) and Fin 2 and Fin 3 of the Financial Proposal Submission Form and the Schedule of Payment set in Appendix 3 (Remuneration and Payment) and for variations to the Agreement in accordance with Fin 5 of the Financial Proposal.”

Sub-Clause 7.2 – Time for Payment

Replace “twenty eight (28) days” in line 1 of Sub-Clause by “sixty (60) days” and add the following at the end of sentence:

“upon receipt of the invoice for the related lump sum instalment payment in accordance with the Schedule of Payment set in Appendix 3 (Remuneration and Payment).”

Add the following at the end of Sub-Clause 7.2.1:-

“Payment will be withheld if the deliverable submitted by the Consultant is not found satisfactory in which case the Client shall provide comments to the Consultant within Twenty One (21) days of receipt of invoice. The Consultant shall thereupon promptly make any necessary corrections and thereafter the foregoing process shall be repeated.

The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) days after receipt of the final report by the Client unless the Client, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services and the final

report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

All payments under this Agreement shall be made to the accounts of the Consultant named in the Agreement.

With the exception of the final payment, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.”

**Sub-Clause 7.3.2 –
Currencies of
Payment**

Delete Sub-Clause 7.3.2 in its entirety.

**Sub-Clause 7.4 –
Third Party
Charges on the
Consultant**

Delete Sub-Clause 7.4 in its entirety.

**Sub-Clause 7.5 –
Disputed Invoices**

Replace “seven (7) days” in line 4 of Sub-Clause by “*Twenty One (21) days*”.

**Sub-Clause 7.6 –
Independent Audit**

Add the following at the end of Sub-Clause 7.6.1:

“The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.”

Delete Sub-Clause 7.6.2 and replace by the following:

“The Consultant shall permit and shall cause its Key Experts and Subcontractors to permit the Client and/or persons appointed by the Client by Notice not less than fourteen (14) days to the Consultant to inspect and audit the accounts and records relating to the performance of the Agreement by auditors appointed by the Client if so requested by the Consultant.

The audit shall be conducted by attending duly normal working hours at the office where the records are kept and the Consultant shall offer all reasonable assistance to the auditors.

Any such audit shall be at the Client’s Cost.

The Consultant’s and its Key Experts and Subcontractors’ attention is drawn to Sub-Clause 1.10 – Anti corruption - which provides, inter alia, that all acts intended to materially impede the exercise of the Client’s inspection and audit rights constitute a prohibited practice subject to contract termination.”

**Sub-Clause 7.7 –
Taxes and Duties**

Add the following Sub-Clause 7.7:

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

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

For applicable laws regarding indirect taxes, duties, fees, and other impositions levied, Consultants are required to contact the Mauritius Revenue Authority (MRA).

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

Details of contact for the MRA is:

*Mauritius Revenue Authority
Ehram Court, Cnr Mgr. Gonin & Sir Virgil Naz Streets,
Port Louis, Mauritius
Tel: +230 207 6000 Fax: +230 207 6053
Email: largetaxpayer@mra.mu
Website: <http://mra.mu>*

Clause 8.0 – Liabilities

**Sub-Clause 8.1.4 –
Limit for Breach**

Add the following Sub-Clause 8.1.4:

“The Consultant’s liability under this Agreement shall be as provided in the Particular Conditions.

The Consultant shall pay the Client promptly for all loss, destruction or damage to the property of the Client caused by the Consultant or any of its Key Expert and Sub-Contractors in the performance of the Agreement.”

**Sub-Clause 8.2 –
Duration of Liability**

Save for any claim arising out under Sub-Clause 8.4, or as otherwise set forth in this Agreement, any arbitral proceedings arising out of this Agreement must commence not later than three years after the cause of the breach in the provision of the Agreement has accrued.

Save as is otherwise expressly provided in the Agreement, a cause shall accrue when the breach actually occurs, or in case of latent defects, when the injured party has known or should have known the intrinsic elements of the cause.

**Sub-Clause 8.3 –
Limit of Liability**

The maximum amount of compensation payable by either party under this Agreement shall be limited to the amount stated in the Particular Conditions.

Clause 9.0 – Insurances

**Sub-Clause 9.1 –
Insurance to be
taken by the
Consultant**

Add the following after the word “standing” in line 7 of the paragraph 9.1.1 of Sub-Clause:

“registered with the Financial Service Commission and operating in Mauritius”

Add the following after “compensation insurance” in line 1 of paragraph 9.1.2:

“Third Party liability insurance in the amount stated in the Particular Conditions”

Add the following at the end of paragraph 9.1.3:

“The Consultant will be required to submit to the Client a copy of the Professional Indemnity Insurance and the Third Party Liability Insurance from the Insurer prior to the signature of the Agreement.”

Add the following additional paragraph:

- 9.1.5 *The Insurances taken by the Consultant shall also cover Key Experts and Subcontractors and shall contain standard “Gross Liability” clause.*
- 9.1.6 *The Consultant shall, at his own expense, be responsible for all excess amounts payable in the insurance policies.*
- 9.1.7 *The Client shall not accept nor will take any responsibility for providing any life, health, accident, travel or other insurance cover which may be necessary for any personnel, Key Experts including any foreign associates providing services for the Consultant in connection with this Agreement.*
- 9.1.8 *All insurances shall be taken and maintained for the duration of the Agreement including any extension thereof at the Consultant’s own expense.*

Clause 10.0 – Disputes and Arbitration

Sub-Clause 10.1.2 – Amicable Dispute Resolution

Delete Sub-Clause 10.1.2 in its entirety and replace by the following:

“If the parties are unable to settle the dispute arising out or in connection with this Agreement, within fifty six (56) days of receipt of the written request made pursuant to Sub-Clause 10.1, then either party may refer the dispute to arbitration in accordance with the laws ruling in the Agreement, even if the meeting referred to in Sub-Clause 10.1 has not taken place.

If the Parties are unable to resolve any dispute amicably by mutual consultation in accordance with Clause 10.1, then the objecting party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within twenty one (21) days after receipt.

If that Party fails to respond within twenty one (21) days or the dispute cannot be settled within twenty one (21) days following the response of that Party, then the dispute may be referred to arbitration in accordance with the laws prevailing in the Agreement.”

Sub-Clause 10.2 – Adjudication

Delete Sub-Clause in its entirety.

Sub-Clause 10.3 – Amicable Settlement

Delete Sub-Clause in its entirety.

Sub-Clause 10.4 – Arbitration

Delete Sub-Clause 10.4 in its entirety and replace by the following:

“Disputes shall be settled by Arbitration in accordance with the following provisions:

1. *Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) Arbitrators, in accordance with the following provisions:*

(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to [name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland] for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the

list, [insert the name of the same professional body as above] shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by [name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.].

(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the [name the same appointing authority as in said paragraph (b)] to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.

4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [**Note:** If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties] or of the Government's country. For the purposes of this Clause, "home country" means any of:

(a) the country of incorporation of the Consultant [**Note:** If the Consultant consists of more than one entity, add: or of any of their members or Parties]; or

(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or

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

Section 6. General Conditions and Particular Conditions and Appendices 1, 2, 3 and 4

APPENDIX 1 – SCOPE OF QUANTITY SURVEYING SERVICES

1.0 GENERAL SCOPE OF THE QUANTITY SURVEYING SERVICES

The Services shall include the design and supervision but not limited to the following:-

Pre-Contract Stage

- Work within a consultancy team, through the Client
- Prepare and submit cost estimates in such detail as and when required by the Client.
- Cost control during design stage.
- Life cycle costing during design stage.
- Prepare detailed Bills of Quantities.
- Advise on appropriate tendering procedures and conditions of contracts.
- Prepare in collaboration with the Architects and Engineers all the necessary Tender Documents.
- Analysis and evaluation of tenders received and submission of Tender Reports.

Post-Contract Stage

- Prepare contract documents for signature for Contractors.
- Prepare tender documents for specialist works such as furniture and fit out.
- Evaluate tenders received for specialist works and make Tender Report thereon.
- Prepare cash flow expenditures.
- Analyse all contractor's claims.
- Prepare and submit to the Architect interim valuation certificates.
- Evaluate extra works and preparing rates for any new item of works under each contract.

- Carry out any remeasurement necessary under the contracts and value and/or negotiate the costs of all variations on the contract.
- Attend site meetings regularly.
- Assist the Client and the Architect in any dispute with the Contractors.
- Ensure a sound financial management of the contracts and cost control during construction works.
- Submit cost reports as may be required by the Client.
- Prepare Final Account
- Carry out such other duties as may be required by the Client on the project.
- Solving of construction issues, problems arising on site and attending all co-ordination meetings and site meetings as may be required by the Client and the Project Manager.
- Assist in arbitration proceedings.
- In case of claims and disputes, provide the necessary evidentiary records and analyses and be an Expert Witness in defense of the case of the Client.

2.0 NORMAL SERVICES TO BE PERFORMED BY THE QUANTITY SURVEYOR

2.1 Stage 1 – Inception

- a) The Project Manager and Client have already started Stage 1 of the project, i.e., duties as at inception Stage.
- b) The services to be provided by the Consulting Quantity Surveyor for the project shall comprise all or any of the following as may be necessary in the particular case.
- c) Visit the site and carry out an initial appraisal.
- d) Collaborate with the Project Manager to finalise the Client's Brief/ Requirements including timescale and any financial limits: assess these and give general advice on how to proceed.

Deliverables

- Input for finalization of Client's Brief

2.2 Stage 2 – Concept Design

- a) Attend design and Client's coordination meetings.
- b) Advise on cost implications for alternative design/construction options.
- c) Advise on Procurement and Tendering Strategy for all Works Packages
- d) Prepare Tender Documents for Geotechnical Investigation Works.
- e) Attend Value Engineering Workshops and provide cost value engineering advice to all Consultants.
- f) Undertake ongoing Risk Evaluation on the project and advise the Project Manager and other Consultants accordingly.
- g) In conjunction with the Building Services Engineer, advise on cost implications for various design options in respect of Sustainable Design Proposals.
- h) In collaboration with the Building Services Engineer, prepare report on Life Cycle Cost Studies.
- i) Prepare Preliminary Budget Estimate and Cash Flow Forecast in collaboration with the Building Services Engineer.
- j) Provide procedural advice on liaison with Local Authorities/ Public Utilities.

Deliverables

- Report on procurement and Tendering Strategy, including strategy for long lead items
- Tender Documents for Geotechnical Investigation
- Report on Cost Value Engineering
- Report on Risk Evaluation/Assessment and Risk Register
- Cost Report on different Sustainable Design Options
- Report on Life Cycle Cost studies
- Preliminary Budget Estimate and Cash Flow Forecast

- Advice on procedure while liaising with Local Authorities/ Public Utilities.

2.3 Stage 3 – Scheme Design

- a) Attend Design Coordination meetings.
- b) Provide cost advice for selection of materials.
- c) With other Consultants where appointed, advise the Client of the implications on any subsequent changes on the cost of the project and on the overall programme.
- d) Provide input on Cost Value Engineering.
- e) Contribute to Risk Evaluation and Risk Assessment.
- f) Prepare Elemental Budget Estimate and updated project Cash Flow Forecast.

Deliverables

- Report on costs for alternative designs and costs variations compared to original Cost Plan
- Report on Cost Value Engineering
- Report on Risk Evaluation/Assessment and Risk Register
- Elemental Budget Estimate and updated Cash Flow Forecast

2.4 Stage 4 – Detailed Design and Tender Documentation

- a) Attend Design Coordination meetings.
- b) With other Consultants where appointed, carry out checks as necessary; advise the Project Manager of the consequences of any subsequent changes on the cost and programme.
- c) Prepare List of Works Packages for which Tenders need to be called.
- d) Prepare Report on final Procurement Strategy for Works Packages.
- e) Recommend on the most suitable form of Contract to be used for Main Contract and all Works Packages.
- f) Prepare Tender Documents for Main Contract and all Works Packages.
- g) Prepare Pre-Bid Estimate.

Deliverables

- List of Works Packages for which Tenders need to be called
- Report on Final Procurement Strategy for all Works Packages
- Tender Documents for Main Contract and Works Packages
- Pre-Bid Estimate

2.5 Stage 5 – Tender

- a) Prepare Draft Press Notice for Invitation to Bid.
- b) Advise on and obtain the Project Manager's approval to a list of tenderers.
- c) Attend Pre-Bid site meetings/visits.
- d) Prepare Addenda in respect of queries raised by Tenderers.
- e) Undertake Tender Evaluation. Collaborate with other Consultants to produce Tender Reports.
- f) Prepare draft Letter of Intent and draft Letter of Award for Contracts to be awarded.
- g) Update Cost Plan and Cash Flow Forecast based on Tenders awarded.

Deliverables

- Draft Press Notice for Invitation to Bid
- Addenda
- Tender Reports
- Draft Letter of Intent and draft Letter of Award
- Updated Cost Plan and Cash Flow Forecast

2.6 Stage 6 – Construction

- a) The Quantity Surveyor shall be in collaboration with the Project Manager administer the terms of the Construction Contract.
- b) Check all Performance Bonds, Advance Payment Guarantees, Contractor's All Risk and Third Party Liability Insurance Policies submitted by Contractors.
- c) Prepare Contract Documents for signature.
- d) Attend meetings at least fortnightly with the Contractor, monthly Project Management meetings and ad hoc meetings.
- e) Take all necessary site measurements for works executed.
- f) Assess and process Application for payments from Contractors and issue Interim Valuations to Architect and Project Manager.
- g) Remeasure all Provisional Quantities.
- h) Advise Project Manager and Client on all Variations and assess claims for same.
- i) Issue updated Cash Flow Forecast
Submit monthly Cost Report.
- j) Provide advice on Contractors' claims and entitlement to extension of time.

- k) Advise on cost, time and contractual consequences arising from instructions to accelerate the Works.
- l) Advise the Client and the Contractors on their contractual rights and obligations.
- m) Issue Interim Valuation with release of first half of Retention after issue of Taking Over Certificate
- n) Make assessment of any loss and expense claims from Contractors

Deliverables

- Attend Site Meetings/ Site Visits
- Valuations for all Contractors/ Sub Contractors
- Take Site Measurements
- Remeasure Provisional Quantities
- Advice on Variations and cost implications for all changes to contracts
- Monthly Cost Reports
- Updated Cash Flow Forecast
- Advice on Contractual Matters
- Report on Extension of Time claims from Contractors
- Report on acceleration cost and contractual implications
- Report on Loss and Expense claims from Contractors

2.7 Stage 7 – Defects Notification Period

- a) Attend site meetings as called by the Project Manager.
- b) Take cognizance of defects arising on site.
- c) Advise on contractual actions to be taken if Contractors fail to remedy defects.
- d) Prepare Final Account.
- e) Issue Final Valuation including release of second half of Retention Money.

Deliverables

- Final Account
- Final Valuation Certificate

3.0 ADDITIONAL SERVICES

Without prejudice to the preceding provisions of this Clause, the Quantity Surveyor shall from time to time as may in his opinion be necessary, advise the Project Manager as to the need for the Client to be provided with Additional Services.

APPENDIX 2

PERSONNEL, EQUIPMENT, FACILITIES AND SERVICES OF OTHERS TO BE PROVIDED BY THE CLIENT

A. Personnel

The following Personnel will be provided by the Client:

1. Client's Representative

B. Consultants

The Client has already appointed the Project Manager – Ong Seng Goburdhun Partners Ltd.

The following other Consultants will appointed by the Client:

1. Architect
2. Civil/ Structural Engineer
3. Building Services Engineer
4. Land Surveyor
5. Landscape Architect
6. Interior Designer for furniture and signage

C. Documents

The following documents will be made available to the Consultant on award of the Architectural Consultancy Services:-

1. Lease Agreement on the land property at Cote D'Or for Building Land Use Planning Permit
2. Topographical and Land Survey Plan

APPENDIX 3

REMUNERATION AND PAYMENT

The Consultant shall ensure that the time periods of submission of invoice, receipt of payment, etc. is consistent with the Agreement.

Payment Schedule shall be as below based on Fin 2, Fin 3 and Fin 4.

3.1 SCHEDULE OF PAYMENT

	Description	Percentage as per Breakdown of Lump Sum Fee	
		Phase 1	Phase 2
	Stage 1 and 2 – Inception and Concept Design	10 %	10 %
	Stage 3 – Scheme Design	10 %	10 %
	Stage 4 – Detailed Design	25 %	25 %
	Stage 5 – Tender		
	e) Bidding Documents	2.5 %	2.5 %
	f) Appointment of Contractor	2.5 %	2.5 %
	Stage 6 – Construction		
	e) Construction stage payable in proportion of number of months completed with respect to the whole duration of the construction period	45 %	45 %
	f) As-Made Drawings, Operation & Maintenance Manuals, Warranty Certificates, etc.	2.5 %	2.5 %
	Stage 7 – Defects Notification Period		
	c) Completion of Defects Notification Period and issue of Performance Certificate	2.5 %	2.5 %
	TOTAL	100%	100%

3.2 FEES INCLUSION

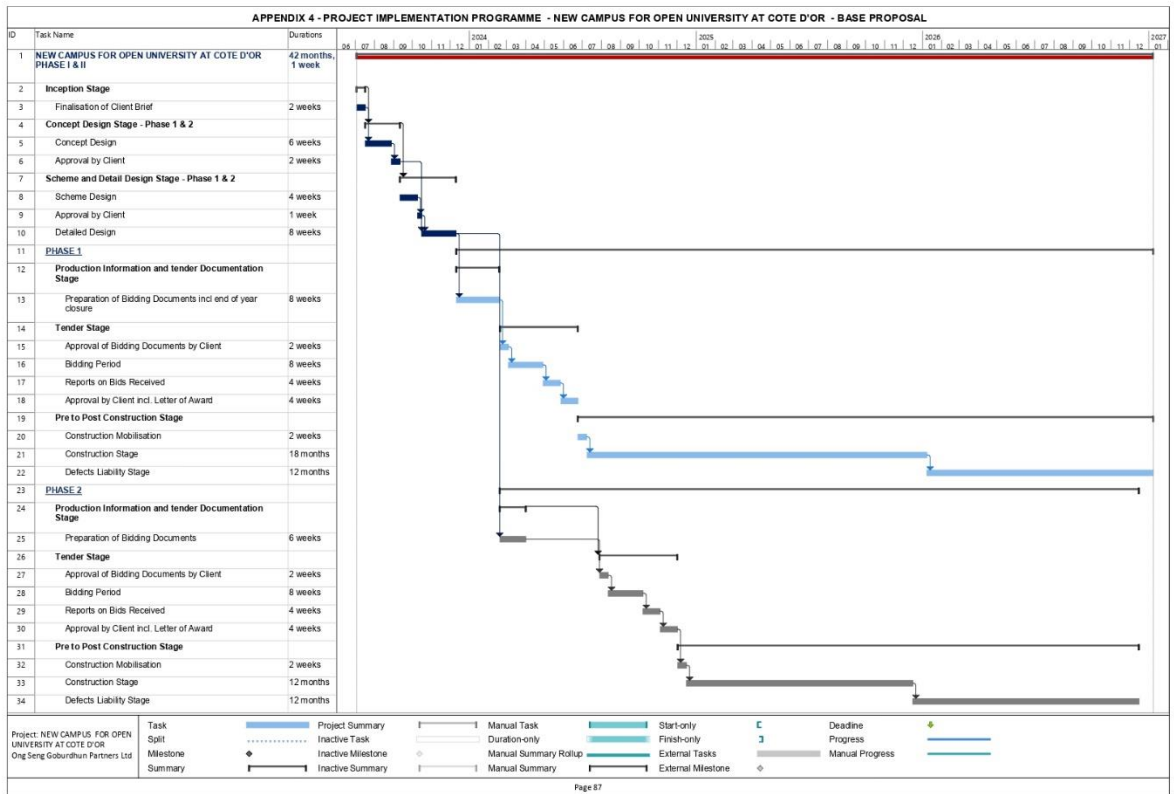
The percentage fee shall be deemed to include:

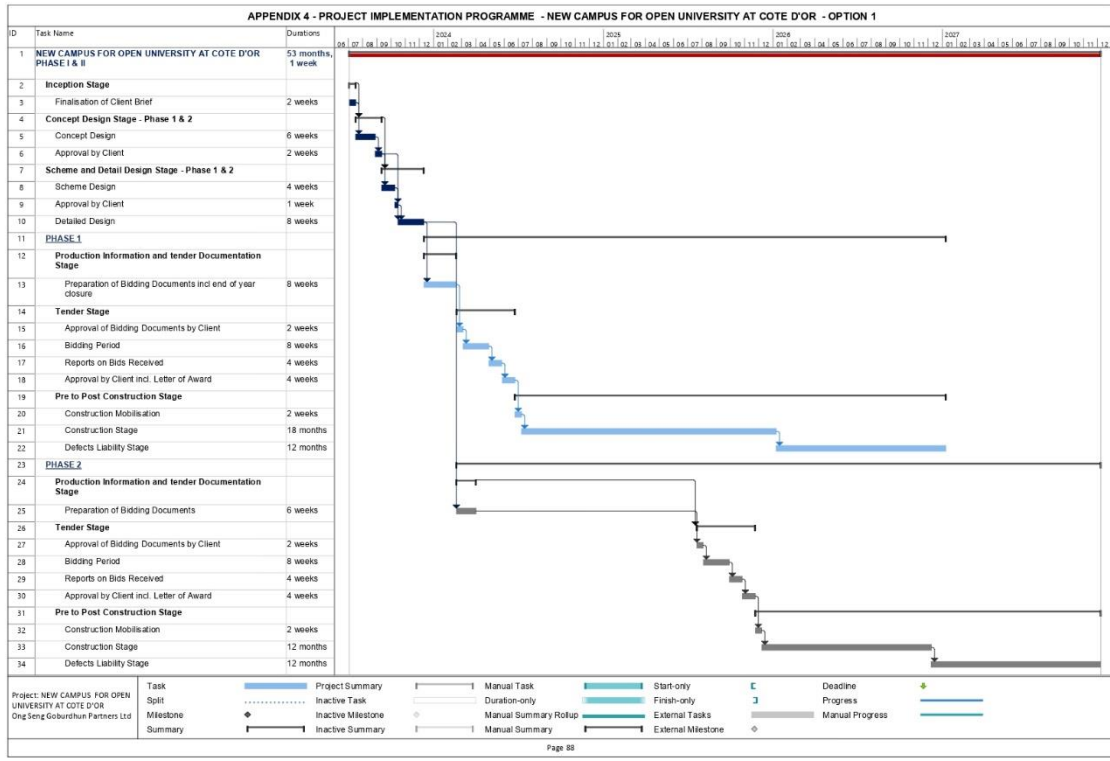
- (a) a per diem allowance in respect of Personnel of the foreign Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, within the Client's country for purposes of the Services;

- (b) cost of necessary air travel, hotel accommodation, including overseas and local transportation of the Personnel of the Foreign Consultant by the most appropriate means of transport and the most direct practicable route;
- (c) cost of office accommodation, investigations and surveys;
- (d) cost of applicable international or local communications such as the use of telephone , facsimile and email required for the purpose of the Services;
- (e) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services;
- (f) cost of Printing and reproduction of all drawings, specifications, reports and documents required for co-ordination between the Consultants, Contractors and Sub-Contractors and for construction purposes and for the obtention of all necessary permits and approvals from Authorities.
- (g) other allowances where applicable and provisional or fixed sums (if any); and
- (h) cost for office back-up where required;
- (i) cost for providing and maintaining the Document Management System;
- (j) Professional Indemnity Insurance and Third Party Liability Insurance in compliance with Clause 9 of the General Conditions and Particular Conditions;
- (k) The provision of three (3) hard copies and one (1) soft copy of documents, reports and drawings for approval by the Client on each stage of the work plan including Tender and Production Information Documents;
- (l) The provision of three (3) hard copies and two (2) soft copies of the as made drawings on CD/USB;
- (m) Provision of three (3) hard copies and one (1) soft copy of the Consultants' monthly reports to be provided to the Project Manager for transmission to the Client.
- (n) The cost of printing and reproduction of all revised drawings and specifications as may be required during the construction and final account stage.
- (o) The Consultants will be required to provide at their own expense the following sets of documents in hard copies:
 - i) Calling of tenders – 4 sets of document
 - ii) Drawings for construction purpose – 4 sets
 - iii) Documents for intercommunication from inception to construction – 4 sets
 - iv) Reports – 4 sets
- (p) cost of such further items required for purposes of the Services not covered in the foregoing.

APPENDIX 4
PROGRAMME OF WORKS

The Programme is appended herewith.





Section 7. Terms of Reference

7.1 Client's Brief.....	94
7.2 Terms of Reference and Requirements for Quantity Surveying Consultancy Services	118

Section 7. Terms of Reference

7.1 – CLIENT'S BRIEF

1.0 GENERALLY

1.1 Client's Objectives

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

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

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

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

1.2 Project Background

The Open University of Mauritius has its head office at Réduit and it is using the ex-MBC building since 2012 as its campus.

Since its establishment, the student population of OUM has been constantly increasing over the last 10 years and by its tenth anniversary in July 2022, it had reached around 13,000.

OUM also intends to register international students and unless it has the proper infrastructural facilities, it cannot achieve its internationalisation aims and objectives.

OUM is projecting to enrol 25,000 students by year 2043, with 2,500 students to be seated at any time in classes. The total number of staff in year 2043 is planned to stand at around 800. The current number of staff is 230.

OUM does not have a proper campus for its large student population. With the projected exponentially increasing student enrolment, the need for an appropriate campus offering a conducive learning environment and state of the art facilities is being felt more and more.

Therefore, in line with its Strategic Plan, the Open University of Mauritius intends to develop a new campus on a portion of land of 10 Arpents situated at Côte D'Or in three phases which will comprise the following:

- a) **Masterplan**
- b) **Phase 1** - Construction of an Academic Block of approximate floor area of 15,000 sqm including services, amenities and external works.
- c) **Phase 2** - Construction of an Administrative Block of approximate floor area 8,000 sqm including services, amenities and external works.

Construction of the two phases will be undertaken through two separate and distinct contracts.

The Open University of Mauritius shall use its own funds for the construction of its new Campus.

1.3 **Principles Underpinning the Cote D'Or Campus**

The development and implementation of the Cote D'Or Campus will be based on the following key principles:

a) Provide an integrated environment for teaching, learning and research:

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

b) Enhance the campus's distinctive sense of place:

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

c) Foster a setting that is welcoming and supportive and encourages positive interaction and exchange:

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

d) Create a climate that encourages thoughtful and creative approaches to sustainability

The campus planning framework will support the University's goal of playing a leadership role in achieving sustainability and will embed sustainability as an integral part of the University's development and operations.

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

e) Serve communities that extend beyond the campus

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

The campus must not only house programs and people; it must also foster collaboration, invite serendipity, nurture inclusivity, cultivate argument, inspire creativity, generate community, and facilitate the rigorous, fearless, and path-breaking pursuit of truth. This campus plan seeks to fill that tall order through the development of a mission-centered vision for this specific part of Côte d'Or.

With the announcement of the Education Hub project by the government in the Budget 2019/20, OUM has seized this golden opportunity to become a partner in this major project of the Ministry of Education, Tertiary Education, Science and Technology.

1.4 **Site**

The site to an extent of 42,223 sqm (10 arpents) is located at Cote D'Or, at about 200 m from the parking of the Cote D'Or National Sports Complex as shown in plan below.



A Land Surveyor's Plan of the site is enclosed in Annex I.

The project site for the new OUM Campus is located within the district of Plaines Wilhems and forms part of the Côte d'Or Smart City. The project site is one of the plots allocated for the Education Hub project that stretches over an area of more than 30 arpents. Furthermore, the site will be near to the new Metro Station and park and ride facility to be built at Cote D'Or as announced by the Government.

1.5 **Access to Site**

Access to the site will be via a road network to be undertaken by other parties in the near future.

1.6 **Objective of the Client's Requirement Document**

The objective of this Client's Brief Document is to provide information on the function and the performance requirements of the Project to enable the Design Team to design the University Campus in accordance with the Client's requirements.

The Design Team shall carefully follow the Client's Brief's Document and shall identify and bring to the attention of the Project Manager any matters which deviate from this brief to allow further guidance to be provided. The principle of attention to detail is expected to be adopted by the Design Team in the development of the design, and the functioning of the Project and is to take precedence over aesthetic considerations.

This Document represents a general statement of the Client's Requirements and a summary of known data to enable the Design Team to develop the design and details for the construction of the Project.

The Design Team is responsible for assessing all design implications of the project site conditions, infrastructure, services, Local Authority and Statutory approvals, road and sewers, and all other associated risks to enable the Project to be designed and completed on time. It is the Design Team's specific responsibility to liaise closely with the Project Manager to

understand fully the Client's Requirements and to prepare a design which meets these requirements.

1.7 **Consultants to Deliver**

The Design Team are to design within the time set for the design and deliver to the **Open University of Mauritius** a campus which is wholly fit for its purpose, and one capable of being built within the time set for construction and within the cost agreed with the Project Manager and approved by the Client.

1.8 **Project Design Philosophy**

The **Open University of Mauritius** is looking to the skills and management expertise of the Design Team to produce and develop a **Modern, State of the Art and Smart Design** including **latest Information and Communication Technology suited for Open Universities**, to the criteria set out in this Document including:-

- a) his experience, innovative ability and talent in design, procurement and construction
- b) identifying, where relevant, standard reliable components, equipment and plant which can be procured at competitive cost and maintained readily
- c) a constructive and co-operative team approach to the Project with the Client, the Project Manager and the other Consultants.
- d) the establishment at an early date of a contractor's fixed price for constructing all elements of the Project
- e) an early date for construction to commence

The Client's Brief Document is intended to give general performance standards in order to achieve the benefits outlined above.

The design to be developed by the Design Team is to be presented for review and comment by the Client and the Project Manager at frequent intervals during the design development stage of the Project.

1.9 **Project Summary**

The Consultants shall design a **landmark campus** for the **Open University of Mauritius at Cote D'Or**, which will stand out with **dignity and pride**, become of **heritage value** and be a **legacy for future generations** over the next 100 years.

The outline design parameters of the Project are detailed later in this Document. These outline design parameters describe a university campus to meet the following basic criteria:-

- a) Master plan of the entire plot of land;
- b) **Phase 1**
 - a. An Academic Block of approximate floor area of 15,000 sqm to include lecturing facilities, library, offices, cafeteria and auditorium; and
 - b. Site works, drainage installation, landscaping and other amenities to operate the facilities under the first phase.
- c) **Phase 2**

-
- a. An Administrative Block of approximate floor area 8,000 sqm comprising boardroom, offices, committee rooms, archive, workshop and cafeteria; and
 - b. Site works, drainage installation, landscaping and other amenities as necessary for phase 2 of the project.
- d) Accommodation for essential engineering plant and services for each Phase.
 - e) A structure to conform with the British Standards and other relevant building codes to meet the most severe climatic conditions likely to be experienced in Mauritius with particular attention being given to cyclone-force wind loads of 280 km/hr.
 - f) Mechanical and Electrical installation to conform with the latest relevant British Standards and other relevant Codes of Practice.
 - g) Specific Requirements for Information and Communications Technology – Cable distribution, Data/telephone, wireless network and IT security to the latest British Standards or other approved standards.
 - h) Boundary walls, car parks and external services.
 - i) The auditorium, lecture theatres and classrooms shall have acoustically rated /soundproof floor, wall and ceiling finishes and sliding folding partitions.
 - j) The boardroom, offices and committee rooms shall have acoustically rated /soundproof fixed partitions.
 - k) Enclosed spaces such as, classrooms, lecture theatres, auditorium, boardroom, offices and committee rooms shall be airconditioned and have provisions for connecting/charging laptops/screens.
 - l) The whole compound shall have wifi network.
 - m) The campus and all buildings shall be designed in accordance with **sustainable/ green/ energy conscious building principles**, so as to **minimize the carbon emission**, such as low energy consumption plant and equipment; maximise natural lighting and natural cross ventilation; use of sunshades and high performance glazing to minimize heat gain; rain water harvesting, photovoltaic panels, etc.

2.0 APPOINTMENT OF CONSULTANTS

The Open University of Mauritius has appointed **Ong Seng Goburdhun Partners Ltd** (also referred to as the **Project Manager**) to provide **Project Management Consultancy Services**.

In conjunction with the Client, the Project Manager will organize for the appointment of an Architect, Civil/ Structural Engineer, Building Services Engineer, Quantity Surveyor, Landscape Architect and any other Consultants required for the project.

The above Consultants will be appointed on the basis of FIDIC Client/Consultant Model Services Agreement, Fifth Edition 2017.

The prerogatives and limitations of the Project Manager will be those attributed by the FIDIC Client/Consultant Model Services Agreement, Fifth Edition 2017 as scheduled hereunder.

3.0 SCOPE OF SERVICES

The Scope of Services is enclosed as Appendix 1

4.0 PERSONNEL, EQUIPMENT, FACILITIES AND SERVICES OF OTHERS TO BE PROVIDED BY CLIENT

The Personnel, Equipment, Facilities and Services of others to be provided by Client is enclosed as Appendix 2.

5.0 REMUNERATION AND PAYMENT

The Remuneration and Payment Schedule is enclosed as Appendix 3.

6.0 PROGRAMME

The Project Implementation Programme is enclosed as Appendix 4.

7.0 CONSULTANTS TO PROVIDE

7.1 Information Required for all Aspects of the Project

The Design Team is to provide to the Client and the Project Manager with full details for all planning approvals to be obtained for the construction of the Project, together with details of any wayleaves, utilities permissions, etc., as are also relevant and necessary to the carrying out of the Project.

The following clauses set out the information that is to be provided by the Design Team during the design development and construction stages of the Project. The information submitted is to be reviewed by the Client and the Project Manager at each stage of the project. The Design Team and subsequently, the appointed Contractors must allow adequate time within their programmes for the Client and the Project Manager to review the information and to accommodate any comments made with regard to this information. These clauses are intended as a check list for the Design Team, but other information may be required to ensure that the Project Manager has all the detail necessary for carrying out his duties.

Method statements are required from Consultants for non standard elements as requested by the Client and the Project Manager for approval.

Documents are to be provided in an approved format with additional copies as required.

7.2 Information Required for Architectural, Civil and Structural Aspects of the Project

- a) A design report providing full details of all design criteria, design concepts, materials to be used and methods of construction.
- b) All general arrangement, sections, elevations and detailed drawings.
- c) A copy of all calculations for the design of the foundations, substructure, superstructure and civil aspects of the Project.
- d) Details of the strength and water penetration tests of the cladding, curtain walling and windows.
- e) Material and workmanship specifications developed in the detail design.

-
- f) Selected reinforcement detail drawings.
 - g) Construction programme.
 - h) Construction quality control procedures.
 - i) Selected material tests.

7.3 Information Required for Building Services Engineering Aspects of the Project

- a) A design report providing full details of all design criteria, design concepts, materials to be used and methods of construction.
- b) Report on electrical and fire alarm, mechanical, plumbing, fire fighting and fire prevention, lift, generator services.
- c) Report on audio visual services, including but not limited to LED screens, smart/ interactive screens, public address, music and sound system.
- d) Report on Information and Communications Technology distribution network, structured data cabling, wireless network, telephone, UPS, I.T Security.
- e) Report on security services, including CCTV and access control.
- f) Report on acoustic engineering of boardroom, committee rooms, classrooms, lecture theatres and auditorium.
- g) Report on the integration of services.
- h) General arrangement and co-ordination drawings.
- i) Design and drawing production programme.
- j) All major calculations for the design of the engineering services installations aspects of the Project.
- k) Manufacturers' details of selected equipment together with their capabilities to service the Client in the future.
- l) Material and workmanship specifications developed in the detail design.
- m) Installation drawings.
- n) Construction programme.
- o) Construction quality control procedures.
- p) Factory works tests.

7.4 Value Engineering

The Project Manager is to arrange at significant points in the development of the design to record the process and outcome of the **Value Engineering** considering all aspects of the Project.

It is expected that all components and systems to be used in the building will be subjected to a **Value Engineering** process to achieve the minimum cost for the Client, to simplify the operation and maintenance of the building, to achieve a shorter programme of construction, while maintaining the functional requirements of the Client.

7.5 Quality Assurance

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

Individual Consultants may be required to employ their own Quality System including internal auditing with associated records. They may be required to develop initial Quality and Project Plans.

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

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

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

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

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

- g) How requests for changes and development will be controlled;
- h) Who is authorised to initiate a change request;
- i) How changes will be reviewed in terms of their impact
- j) Who is authorised to approve or reject changes;
- k) How the implementation of changes will be verified.

-
- l) When design and development reviews take place;
 - m) When value engineering reviews take place;
 - n) When design and development verification take place,
 - o) When design and development validation take place.

7.6 Document Management System

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

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

All costs associated therein shall be deemed to be included in the re-imbursable expenses of the Lump Sum

8.0 DESIGN CONCEPTS

8.1 General Planning Parameters

The Design Team is to abide by the requirements of all relevant Planning Policy Guidelines and Local/ Statutory Authorities in the design of the university campus.

8.2 Building Design Life

The building structure is to be designed to give a minimum life of 100 years.

8.3 Floor Numbers

The floors of the building are to be described as Ground Floor, First Floor, Second Floor, etc.

8.4 Client Policies

The Client will be developing operational policies for the way in which students and staff use the building.

Those agreed so far are:-

- The building will be a no smoking zone.
- A clear desk policy will be in operation.
- A control policy for keys is to be implemented.
- A central security policy is to be implemented.

8.5 Building Quality

The new campus at Cote D'Or is to be constructed to best quality similar to international university standards and specially designed to meet the specific operational needs of the **Open University of Mauritius**.

8.6 Design and Construction Standards

Within this Document, standards, codes of practice and specifications are generally referenced to the appropriate British Standards and other codes such as the CIBSEE guide.

The standards adopted are to be used consistently throughout the Project and identified in the Design Team's design submittals and verified as part of the value engineering process.

Care is to be taken to ensure that all external and internal components are compatible with each other. For effective internal planning, the buildings are to be designed and constructed using a standard module.

8.7 Flexibility

The **University** functions are subject to change and departments will need to expand and contract accordingly. The flexibility of the Campus buildings design is to reflect this requirement and the Design Team is to demonstrate to the Client how future changes can be accommodated. Particular attention is to be given to the design of the air conditioning system to allow for the addition or removal of cellular offices/spaces without having to make changes to the air conditioning system and with minimal changes to the electrical, computer and telephone systems. Security systems are not to be affected by general changes in space usage.

8.8 Building Performance

The buildings must meet the minimum standards given in this Document.

8.9 Ease of Maintenance

The buildings must be easy and economical to maintain. The Design Team is to ensure that the supply of spare parts and local trade skills in Mauritius are consistent with his design. Care is to be taken in the design to ensure that all plant is safely accessible for routine maintenance purposes and for the eventual replacement of major plant at the end of its effective working life. Particular attention is to be paid to important items of plant especially the chilled water system components, air handling equipment, UPS, data cabling, computer rooms, I.T Security, etc.

8.10 Local Resources and Materials

So far as may be consistent with price and quality, the Architect is to utilise materials, supplies and equipment indigenous to or manufactured in Mauritius, wherever practicable.

8.11 Client Involvement

The Design Team is to meet with the Project Manager and the Client both at regular formal meetings and on an informal basis. It is the intention of the **Open University of Mauritius** to encourage a spirit of openness and cooperation whilst maintaining formal management links. The Design Team is to channel all enquiries and receive direction only by way of the Project Manager.

In order to maintain the programme constraints of the Project, it is the Client's declared intention to avoid making changes once the design parameters have been fixed.

9.0 SITE PREPARATION & FACILITIES

9.1 Temporary Services

The Building Services Engineer is responsible for investigating the provision of all electrical lighting, power, water, sewer and telephone to the site to prepare for a prompt start to the construction of the buildings.

10.0 GENERAL CONSTRAINTS AND RESTRICTIONS

10.1 Nuisance and Control of Noise and Pollution

The Architect is to take account in the design for the need of the Contractors to comply with all statutory requirements for noise abatement and the control of pollution and to take all necessary precautions to prevent nuisance from water, smoke, dust, rubbish and all other causes.

The Architect is to be responsible for ensuring that the Contractors comply at all times with the recommendations of BS 5228 Code of Practice for Noise Control on Construction and Demolition Sites. The Architect is to detail the design such that the Contractors will be able to ensure that any construction noise does not cause nuisance to the occupants of the adjoining buildings and to other users of buildings or roads etc outside the site boundary.

10.2 Language

The design drawings and all contractual documents, correspondence, minutes of meetings, etc are to be in the English language. Any document in any other language is to be translated by the Consultants at his cost before submission to the Client and the Project Manager. The English version of any such translated document is to take precedence over the original and is to be binding upon the Consultants.

10.3 Safety, Health and Welfare of Workpeople

The Consultants are to ensure in their design that the contractor can comply with all relevant codes, regulations, agreements and statutes relating to safety, health and welfare in Mauritius, including but not limited to the **Occupational Health and Safety Act 2005**.

10.4 Testing of Main Components

The Architect and Structural Engineer shall determine performance specifications for the main elements including for the cladding, curtain walling, windows, doors and frames. They shall specify tests to be carried out, including wind tunnel and other laboratory testing, inspect such tests and verify the results as relevant.

10.5 Factory Inspections

Where appropriate the Architect and Engineers are to carry out inspections of materials or goods during preparation or manufacture at the supplier's factory prior to delivery to site to avoid unnecessary costs of rejecting materials and equipment delivered to site.

10.6 Guarantees

All equipment to be supplied and installed in the Project is to be new and obtained from the Manufacturer or the Manufacturer's approved Agent and be in perfect condition and guaranteed for a minimum period of 12 months from the date of Practical/Substantial Completion. The full benefits of Standard Guarantees or Warranties on equipment which extend beyond this period are to be able to be assigned to the Client direct with the respective Manufacturers. Where

components or materials are assembled into systems such as the roofing or cladding of the vertical facades of the building the Architect should only specify those manufacturers who are prepared to provide long term warranty (at least for 10 years) of their products. This is particularly important in respect of the weatherproofing of the building envelope.

The Architect and Building Services Engineer shall recommend selected equipment/ building components for extended warranty. Elements to be specified as Contractor's Design shall have an associated design warranty of 10 years by the Contractor's Designer.

10.7 Spare Parts and Spare Materials

The Architect and the Building Services Engineer are to consider at the design stage the requirement for spare parts and materials which will need to be specified as part of the Construction contracts.

The Consultant team shall ensure that all Software Licenses are assigned to the Client together with maintenance options.

Equipment which is obsolete or for which there is no regional dealership carrying adequate spares will not be acceptable and is not to be specified for the Project.

10.8 Future Maintenance of the Structure/ Components and Services

The method of replacement of any broken element of the building is to be ascertained and the way in which the building can be adequately cleaned is also to be demonstrated to the Project Manager and Client during the design development stage.

Where major plant items are to be located at the top of the building, below ground or elsewhere in the building the Architect is to demonstrate to the Project Manager and the Client during the design development phase how these items can be replaced and maintained.

11.0 ACCOMMODATION REQUIREMENTS

11.1 Introduction

The Architect and other Design Consultants will be required to work in collaboration with the Project Manager to finalise the Client's Brief and detailed Accommodation Schedule.

11.2 Lifts

The Building Services Engineer is to provide a detailed Vertical Transportation Analysis based on the maximum occupancy of the buildings and the likely traffic flows between floors at peak times as a part of the design development philosophy.

There is no requirement for a separate service lift, but at least one lift will be required as a fireman's lift. The Architect and Building Services Engineer shall comply with the Fire Department's requirements regarding fireman's lift(s). All lifts can therefore be considered to be available for all staff and services. It is expected that all lifts will be finished to a high quality.

11.3 Plant Space and Vertical Ducts

It is vital that adequate space is provided for services both for now and in the future and additional vertical ducts be provided to accommodate the services serving each floor. It is equally vital for services plant to be easily accessed to enable it to be properly maintained.

The Architect is therefore to ensure that sufficient space is provided for Building Engineering

Services on each floor.

11.4 Primary Circulation Allowance

It is expected that the primary circulation allowance will include for staircases, fire staircase, lifts, landings, toilets, kitchenette and cleaning facilities as well as general circulation throughout the building. To minimise traffic between floors, it is expected that appropriate male and female toilets and a small kitchenette be located on each floor. The latest British Standard calls for a disabled toilet on each floor but it may be possible for the Architect to agree some relaxation with the Client as the number of disabled people visiting the campus is likely to be small.

12.0 STATUTORY CODES OF PRACTICE, REGULATIONS, STANDARDS AND SPECIFICATION

12.1 Architectural Works

The design of all building components is to be in accordance with current revisions of all British Standards, Codes of Practice, Regulations and local Regulations and planning requirements.

12.2 Civil and Structural Works

The design of all building components is to be in accordance with current revisions of all British Standards, Codes of Practice, Regulations and other technical documentation (as produced by CIRIA, BRE, etc).

Design standards shall include but not be limited to:-

Concrete	BS 8110
	BS 5328
Concrete for Water Retaining Structures	BS 8007
Structural Steelwork	BS 5950
Masonry	BS 5628
Loading for Buildings	BS 6399
Wind Loading	CP 3 Chapter V Part 2
Foundations	BS 8004
Drainage	BS 5608

Laboratory tests shall be carried out on components including curtain walling and windows to prove strength and water tightness at the determined pressures.

Static and Dynamic testing methods and procedures shall be carried out on the curtain walling, windows and external cladding.

12.3 Building Services

The Building Services shall be designed in accordance with the latest and current revisions of all British Standards, Codes of Practice, Regulations, Building Control Act 2020 and other relevant technical documentation.

12.3.1 Mechanical Services Installations

Design standards shall include but not be limited to:-

DW142 Ductwork Specification
CIBSEE Design Guides A, B and C

CIBSEE Technical Memorandums
CIBSEE Application Guides
CIBSEE Commissioning Code for Air Distribution Systems
CIBSEE Commissioning Code for Automatic Control
CIBSEE Commissioning Code for Refrigerating Systems
CIBSEE Commissioning Code for Water Distribution Systems
BSRIA The Commissioning of VAV Systems in Buildings
BSRIA The Commissioning of Water Systems in Buildings
BSRIA The Commissioning of Air System in Buildings
BSRIA Pre-commission Cleaning of Water Systems

12.3.2 Electrical Services Installations

Design standards shall include but not be limited to:-

Design IEE Wiring regulations - 16th Edition BS 7671 (UK)
Lighting CIBSEE UK

	Code for Interior Lighting
	Code LG3 - Areas for Visual Display Terminals
	Code LG5 - The Visual Environment in Lecture, Teaching and Conference Rooms or as Equivalents
BS 5266	Emergency Lighting
BS 5839	Fire Alarm and Detection
BS 7430	Earthing and Bonding

12.3.3 Public Health Services Installations

Design standards shall include but not be limited to:-

BS 8301	Building Drainage
BS 5572	Sanitary Pipework
BS 6367	Drainage to Roof and Paved Areas
BS 6700	Water for Domestic Use in Buildings
BS 5306 Pt 1	Hydrant Systems, Hose reels and Foam Inlets

12.3.4 Lift and Escalator Installations

BS 5655	Lifts and Service Lifts
BS 7255	Safe Working on Lifts
BS 5588	Fire Precautions in the Design and Construction of Buildings
BS 5810	Codes of Practice for Access for the Disabled to Buildings

12.4 Proscribed Materials

Proscribed materials and substances shall not be used within the construction of the building work. The Design Team shall use care and diligence when selecting materials for incorporation in the Project.

12.5 Sustainable Resources

The Architect is to consider specifying materials that come from guaranteed renewable sources.

13.0 ACCESS ROADS

13.1 Roadways and ramps

Internal roadways within the site are to be designed to meet the functional needs of the Campus Buildings and amenities, in particular for heavy vehicles turning bays.

Roads are to be finished in asphaltic concrete, with pavement, concrete kerbs and suitable stormwater drains. Ramps are to be ribbed to provide grip for vehicles entering or leaving the site. Particular care is to be taken as vehicles exit the site to ensure that accidental fast 'exit' from the site is minimised.

13.2 Lighting to Internal Roads

Internal roadways are to be adequately lit using appropriate street lighting techniques in accordance with the CIBSEE guide.

13.3 Refuse Collection

A refuse collection point appropriate for the size of the project is to be provided with easy access for cleaners and collection vehicles. Wall and floor finishes are to be easy to clean and a water supply, pressure jet washing and floor drain are to be provided.

13.4 External Signs and Flagpoles

A main illuminated sign "**OPEN UNIVERSITY OF MAURITIUS**" and its logo are to be provided and located in an appropriate position near the main entrance to the Campus. Other signs and road and car park markings as necessary to direct traffic and pedestrians are also to be provided. All signs are to be of the best quality. The Architect is to develop his proposals in conjunction with the Client and the Project Manager.

Two flagpoles with a suitably sized flag are to be provided. One of the flags is to be the Mauritius National flag. Easy access to the base of these flagpoles for raising and lowering flags is to be arranged. The location of these flagpoles is to be agreed with the Client and Project Manager at an early stage in the design.

13.5 Floodlighting

The use of floodlighting will do much to provide additional security to the building ensuring that vulnerable areas are visible at all times and to establish the presence of the building on this important site. Floodlighting of the buildings is to be given due consideration in the design.

13.6 Water for Irrigation

As a conservation measure, consideration will need to be given to the collection of rainwater for use in irrigating the landscaped areas.

13.7 Landscaping

The Architect shall provide a master plan for the landscaping of Phase 1 and 2 of the project, in such a way that the internal and external environments of the building are compatible one with another.

A Landscape Architect to be appointed separately will be responsible for the detailed design of the hard and soft landscaping works.

13.8 Secure Boundary

The boundary of the site development is to be secured against unauthorised access, and vehicular and pedestrian access and egress should be via controlled access points. Any secondary access point(s) provided for "special purposes" are to be kept locked.

Imposing secure outer double main doors complete with suitable locking are to be provided at the main point of entry to the campus. At other entry points similar single or double doors are to be used. Electrically operated security quality roller doors are also to be used where appropriate at vehicle entry points, etc.

14.0 BUILDING STRUCTURE

An overview of the minimum requirements for the design of the building is as follows:-

14.1 Structural Frame

The building design is to be in structural concrete frame and designed in accordance with the relevant British Standards.

To provide maximum internal clear floor space, columns should be limited, with maximum spans both ways.

Floor slabs should be designed to accept a live/ superimposed loads as per BS 6399 Part 1 (1996) and BS 6399 Part 3 for roof loads. Loading capacities in areas as the library, archives, storage areas, plant areas, etc., are to be designed for higher loadings appropriate to their use.

14.2 Foundations design

A Geotechnical Investigation will be undertaken by a Specialist Geotechnical Contractor to be appointed by the Client to determine the ground and sub strata conditions. The Civil/ Structural Engineer shall provide a Performance Specification for conducting the Geotechnical Investigation. The Civil/ Structural Engineer shall submit a report to advise on the method of foundation design to be adopted.

14.3 Roof Construction

The mandatory requirement of the Client is that the building shall remain watertight at all times including during cyclone conditions. It is recommended that all roofs are pitched, thereby avoiding the common problem of early failures of flat roofs. Roof design should allow for the efficient movement of surface water to the perimeter of the building.

Gutters are to be located wholly outside occupied spaces below and are to be provided with external overflows to allow safe discharge of water in the event of blockages occurring in the water disposal systems.

14.4 Limiting Solar Gain

The buildings are to be sited to gain maximum advantage of views over the surrounding area but the Design Consultants are required to take full account of the need to limit solar gain to the buildings as a whole. Window/wall ratio proposed need to be carefully considered to minimise heat gain. To minimise the cooling load, walls and roofs are to be well insulated.

All windows are to be positively shaded externally and are to be of modest proportions except where they form part of an Architectural feature.

14.5 Building Envelope

All individual elements of the building envelope are to be procured from internationally recognised Suppliers and their manufacture and workmanship are to be covered by insurance-backed guarantees of at least 10 years. In addition, the individual elements are to be selected to be compatible with each other for dimensional tolerances, material composition and strength.

Particular attention is also to be given to sealing the external envelope of the buildings to prevent air entering the building other than by way of the air conditioning system.

The Architect is to specify that the contractor is to provide warranties for the various component parts of the external envelope of the building. Details of the warranties for the products he intends to specify for roof finishes, cladding or applied wall finish, windows and doors, sun screening, etc., are to be submitted to the Project Manager for approval during design development.

14.6 Window Construction and Wall Cladding

The window design will need to be considered as part of the total wall cladding of the building. The design of the cladding and window is to be carefully considered to reduce the heat gain and to improve the thermal mass characteristics of the building. This may mean reducing the window area on each floor.

Where appropriate windows and their fixings are to be designed to the same cyclone design parameters that apply to the structure.

14.7 External Doors

External doors and their fixings are to be designed to the same cyclone design parameters that apply to the structure and are to be fitted with good quality security locks and protected hinges.

14.8 Internal Access

Whilst the principal means of physical movement to the upper floor of the buildings will be by lift, careful consideration is to be given to the location of staircases to encourage the idea that they can be used as a secondary means of moving around between adjacent floors. It is suggested that the staircases are designed as an Architectural focus rather than consider them for escape purposes only. The general use of the staircases will need to be integrated with the security requirements and access control.

14.9 Lift Installation

Car finishes are to be in keeping with the lifts' usage and are to be designed for minimal maintenance. Telephones are to be provided in each car for emergency contact. Care is required in the choice of lift manufacturer to ensure that full maintenance support can be provided within Mauritius. The lifts are to be suitable for disabled people and the requirements of BS 5810 and the UK building regulations are to be met in full.

A suitably comprehensive maintenance contract for all lifts is to be sought from specified Manufacturers/ Installers as part of the design development for use in compiling future operating cost for the Client.

14.10 Vertical Ducts

It is important that vertical ducts be provided in appropriate locations with direct access to spaces above suspended ceiling on each floor of the building.

Each group of vertical ducts is to include separate ducts for the following:-

- i) public health and mechanical services
- ii) electrical services
- iii) Information and Communication Technology Systems, Structured Data Cabling, telecommunication systems, radio and TV installations
- iv) security systems

Distribution boards and data enclosures are to be provided within the ducts on each floor. Fire stopping is to be provided between ducts and to voids above suspended ceilings. All ducts are to have one hour fire protected doors which are to be fitted with office quality locks suited separately with a master key. Each duct is to have electric light and continuous air conditioning is required for server rooms.

14.11 Plant Rooms

In the design, the Architect is to consider the plant rooms as part of the aesthetics of the building. Plant rooms are to be carefully positioned outside the buildings to minimise the cost of service connections to the internal areas. Plant is to be positioned so that it can be fully maintained safely and without difficulty.

Plant room floors are to be laid to falls with a sealed finish and with full drainage provided. The aesthetics and finishes of the plant areas are to be considered as part of the overall design and finishes, which encourage quality maintenance thereafter, are to be specified. Plant rooms containing liquid are to be provided with adequate thresholds or bund walls to contain the liquid.

Each plant area is to be constructed to minimise the transmission of noise or vibration to any other part of the building. The main chiller plant is to be sited so as to provide free access to the outside air and this needs to be addressed early in the design process.

14.12 Suspended Ceilings

It is anticipated that a modular suspended ceiling system will be used generally but the Architect is to consider in his design how best to integrate good task lighting with an aesthetically pleasing environment and at the same time maintain easy access to all engineering services above ceilings.

14.13 Floor to Ceiling Heights

The minimum dimensions between finished floor level and the underside of suspended ceilings is to be minimum 2.9m. The clear space between the ceiling tiles and the underside of the slab is to be a minimum of 750mm (600mm below drop beams or Projections) to allow easy installation of the air conditioning equipment and access for maintenance thereafter. These dimensions may be varied dependent on the engineering solutions chosen, but approval by the Project Manager and the Client is required.

14.14 Fire Protection

A clear and logical approach to fire protection is to be established early in the design process. Detailed consultations will be required with the Fire Authorities regarding how they would be able to tackle a fire in the buildings.

Structural steel elements are to be sized, encased or cladded to provide the minimum periods of fire resistance required. The egress from the Buildings is to be arranged via protected fire routes. The staircase design and size are to conform to British Standard and Codes of Practice.

Appropriate smoke barriers are to be provided above suspended ceilings and dampers provided in the air conditioning trunking where it crosses fire-compartmented areas.

The building is expected to be fully provided with wet and dry risers installed to provide water for fire fighting. Free-standing fire extinguishers are to be provided where appropriate for dealing with small fires.

A fire alarm system shall be specified for the buildings. Careful consideration will be required as to how this is configured for the best management of the buildings. It is expected that the fire alarm system will be interconnected with the air supply and extract systems to achieve the quickest clearance of smoke from the building.

15.0 INTERNAL CONSTRUCTION

15.1 Internal Design

The interior of the building should not only provide a pleasant environment to study/ work in, but it should also facilitate good working relationships between the various departments, students/ staff. Equally important is the need to provide a building which can be easily adapted and effectively maintained, using mainly local skills and at a reasonable cost.

On cost grounds, an open-plan solution is more economical for offices since the circulation space is largely subsumed within the space allocation. Nevertheless, the internal space is to be designed for flexibility so that additional cellular spaces can be added easily without the need for major changes to the air conditioning system.

15.2 Disabled Access

Provision is to be made for wheelchair disabled persons to enter and access all floors of the buildings without the need to negotiate any steps. All doors within the main body of the building are to be a minimum of 1000mm wide.

15.3 Internal Partitions

The auditorium, lecture theatres and classrooms shall have acoustically rated /soundproof and sliding folding full height partitions.

The boardroom, offices and committee rooms shall have acoustically rated /soundproof full height fixed partitions.

Also, where partitions are installed for fire-break purposes, they are to be constructed from floor slab to soffit of the floor slab above.

In other cases, partitions can be built from the floor slabs to the soffit of the suspended ceiling above.

Fire dampers are to be installed in all ventilation trunking passing through fire-rated partitions.

15.4 Internal Offices/ Spaces

To make best use of available daylight, it is recommended that glass panels with privacy blinds are provided to office fronts.

15.5 Business Stations

The concept of Business Stations within each office area is recommended, consisting of an enclosure or office specifically designed for the provision of photocopying facilities, fax, collation of documents, stationery storage and a collection point for shredding and disposal of confidential materials.

The suggested number of Business Stations are to be discussed and agreed with the Client.

15.6 Filing

Appropriate filing to be provided for office spaces. Central archiving will be provided separately.

15.7 Washrooms

Male and female washrooms are to be provided on each floor of the building. The minimum requirements are:-

All plumbing is to be accessed from a service duct. The service duct is to be provided with lighting.

All washroom walls are to be finished with ceramic tiling from floor to ceiling. Floors are to be finished with tiles and matching coved skirtings. Trapped floor gullies are to be provided.

A standard suspended ceiling with appropriate lighting is to be provided.

15.8 Kitchenette

A simple tea kitchen is to be provided on each floor adjacent to service risers as relevant. Each kitchen is to be equipped with a good sized refrigerator, sink unit, hot and cold water, storage cupboards and a trolley with sufficient work surface for preparing tea, coffee and cold drinks. The Architect is to discuss the possible need for water dispensers with the Client.

15.9 Cleaners' Closets

A cleaner's closet is to be provided on each floor. Walls and floors to cleaners' closets are to be tiled. A tall lockable cupboard for the storage of cleaning materials and a bucket sink with hot and cold water are to be provided to each closet with space allowed for storing a vacuum cleaner, buckets and mop.

15.10 Interior Finishes

Whilst the entrance hall and other prestigious areas may have high quality finishes, a theme of 'functional simplicity' should be maintained throughout the buildings taking care not to encourage an austere environment. The use of colour is significant to the lighting requirements and dark colours are to be used with discretion. For practical reasons, floor coverings are to be of a colour that does not show the usual stains and wear and tear expected in high usage areas.

15.11 Internal Doors

With the exception of doors to certain special areas in the building, all internal doors are to be a minimum of 900mm wide, 2.1m high.

15.12 Joinery

All joinery is to be hardwood and of a quality.

15.13 Room Numbering

All rooms including plant rooms, ducts, staircases etc are to be numbered during design development and used as a reference throughout the Project and thereafter by the Client. The numbering system should be simple, logical and flexible enough to accommodate the creation of further cellular offices/ spaces.

15.14 Signposting and Room Names

A simple system of signposting is to be provided throughout the building. Room numbers are to be displayed adjacent to doors with a slide-in label giving the occupant's name or position.

15.15 Locks, Keys and Door Furniture

All locks are to be on separate master suites. The Architect is to propose details of the suite groups for approval by the Client.

All keys are to be provided with an engraved identification label. Wall -mounted key cabinets are to be provided, the location of which is to be determined later. All doors to plant rooms and ducts are to have door closers and latch locks. All security doors, air locks, fire doors, washrooms and plant rooms are to be fitted with automatic door closers suitable for the door weight. Panic bars to be fitted to all fire exit doors.

15.16 Access Control

An access control system is to be installed for specific doors. A controlled lobby is required enclosing the lift block on each floor and with controlled access to staircases the security of each floor is thereby achieved.

15.17 Reception Desk

A Reception Desk is to be provided in the Entrance Hall of each building incorporating the following minimum features:-

- two person desk positions with filing pedestal and drawers
- shelf over desk top
- two telephone console points
- computer points
- access control system connection
- two twin power outlets

The design of the desk is to allow the staff using the desk to see the entire entrance area whilst seated.

A visitors' seating area with telephone point and display area are to be provided in each Entrance Hall.

15.18 Planting within the Building

The Architect is to include in the design internal planting complete with pots in public areas where considered appropriate. Planting for individual spaces is to be provided as part of the furniture, fittings and equipment requirements. Care is to be taken to ensure that adequate safe maintenance of the plants can be achieved.

15.19 Notice Boards

The Architect is to consider with the Client and the Project Manager the provision and positioning of an appropriate number of notice boards, white boards and black boards to specific rooms, classrooms, offices, etc as well as general notice boards for staff.

15.20 Door Mats

Full width high quality door mats are to be provided at all entrances set flush with the floor finish.

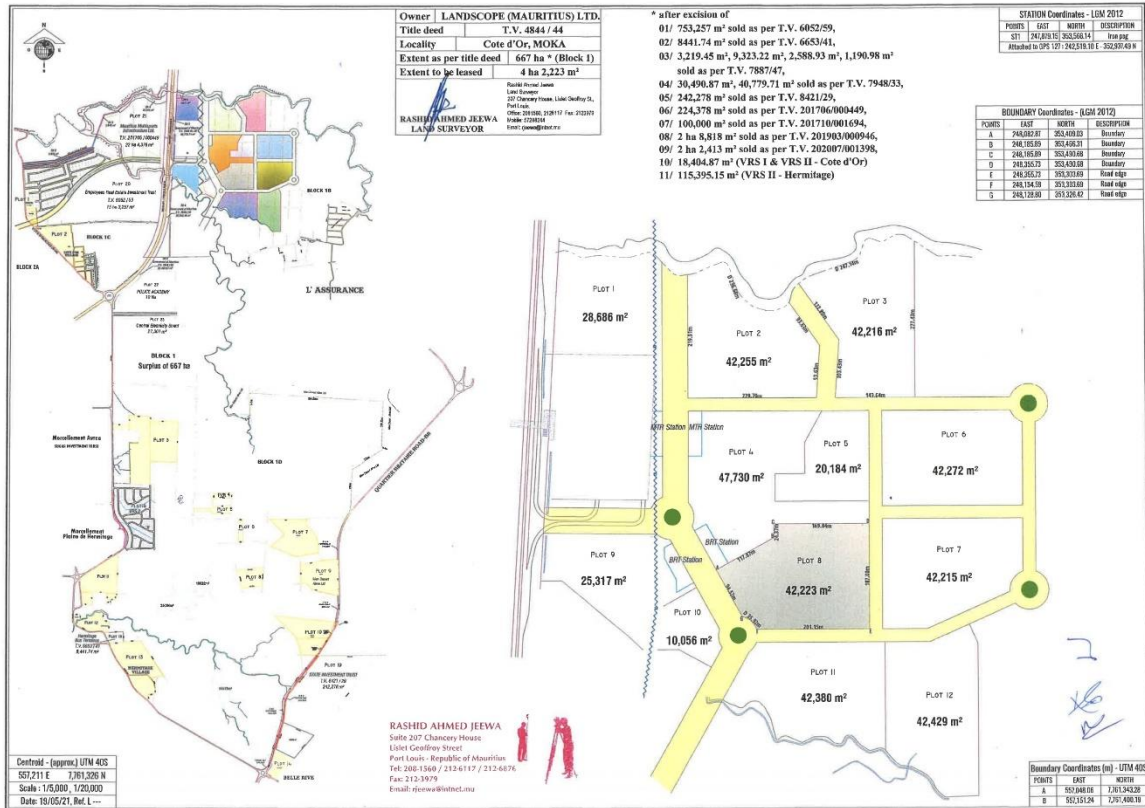
15.21 Protection to Finishes

The Architect is to specify protection to the fabric of the building where there is likely to be the most damage, for example where trucks and trolleys are used.

Door stops, kicking plates and corner protection plates are typical solutions to these problems.

15.22 Building and Engineering Spares

Essential spares for all engineering services plant and for where the products specified will be difficult to match from standard manufacturers' ranges are to be specified by the Consultants for supply to the Client as part of the construction contract.



Section 7. Terms of Reference

7.2 TERMS OF REFERENCE AND REQUIREMENTS FOR QUANTITY SURVEYING CONSULTANCY SERVICES

1.0 GENERAL

The Consulting Quantity Surveyor shall be required to work in a Team led by a Project Manager and including the Architect, Civil/ Structural Engineer, Building Services Engineer and other Professionals and shall collaborate fully with them during the course of the project.

2.0 THE QUANTITY SURVEYING FIRM

The Quantity Surveying firm submitting a proposal must have been established for minimum of 10 years.

Specific Experience of Firm

- The Quantity Surveying Firm shall have completed at least three multistorey building projects each of a gross floor area 10,000 sqm and of value of at least MUR 350 M each in the past ten years.

The firm should submit evidence/proof of having worked on above mentioned projects in the form of a letter of Award or Completion Certificate from the Employer/ Client.

3.0 QUALIFICATIONS AND EXPERIENCE OF KEY AND SUPPORT STAFF

The Key and Support staff must have been in the continuous employment of the firm for a period of at least 3 years prior to the date of submission of the Proposal. The Quantity Surveying Firm must submit proof in the form of a letter/ testimonial that their key and support staff have been in their continuous employment for the past 3 years.

Any misrepresentation on the time period of employment, experience and qualification of the Key and Support Staff will lead to the disqualification of the Proposal.

The Key Quantity Surveyor and Support Quantity Surveyor in charge of the project must have the following qualifications and experience:

Experience and Qualifications

Qualification and skills

Key Quantity Surveyor

- Bachelor's Degree in Quantity Surveying
- Is registered with the Professional Quantity Surveyor's Council Mauritius.
- Is registered with the Royal Institution of Chartered Surveyors or a similar approved and recognized International Professional Body for at least 15 years

Support Quantity Surveyor

- Bachelor's Degree in Quantity Surveying
- Is registered with the Professional Quantity Surveyor's Council Mauritius.
- Is registered with the Royal Institution of Chartered Surveyors or a similar approved and recognized International Professional Body for at least 8 years.

Specific Professional Experience

Key Quantity Surveyor

- The Key Quantity Surveyor shall have completed at least three multistorey building projects each floor area 10,000 sqm and of value of at least MUR 350M each in the past fifteen years.

Support Quantity Surveyor

- The Support Quantity Surveyor shall have completed at least one multistorey building project of floor area 8,000 sqm and of value of at least MUR 280M in the past ten years.

4.0 MEETING AND REPORTING REQUIREMENTS

4.1 Meetings

The Quantity Surveyor will be required to attend the various meetings throughout the project, i.e.,

- i) Regular Design coordination meetings
- ii) Site meetings
- iii) Client's coordination meetings
- iv) Project Management meetings
- v) Ad hoc meetings with Local Authorities/ Public Utilities and any other project Stakeholders.

4.2 Reporting Requirements

The Quantity Surveyor shall submit regular reports at each Stage of the project as relevant:

- i) Cost Reports
- ii) Monthly Reports during Construction Stage
- iii) Tender Reports on all tenders received for construction works

5.0 BACKSTOPPING

The Quantity Surveyor shall ensure the availability of Key Personnel and Supporting Staff as stated in the Organigram, with administrators, secretaries, head office staff, drivers, etc., as necessary for the proper fulfillment of their obligations. The cost of the support staff must be included in the Fixed Lump Sum Fees of the Proposal.

Backstopping costs for logistical and management support must be included in the Fixes Lump Sum Fees.

The Quantity Surveyor shall identify and describe in the offer the arrangements for the provision of the support staff and backstopping facilities.

Backstopping and support staff costs must be included in the Fixed Lump Sum Fees as stated in the form FIN 1.

6.0 DISBURSEMENTS

6.1 Travel and Associated costs

Refer to Form FIN 2 – Schedule of Payments which is meant to be included in the Fixed Lump Sum Fees in FIN 1 – Financial Proposal Submission Form.

Local transport and associated costs (vehicles, including drivers if considered necessary, etc.,) of Key and Non Key Personnel should be included in the Fixed Lump Sum Fees.

CHECKLIST TO BE FILLED MANDATORILY BY BIDDERS

SR No.	Description	Submitted (√)	Bidders to state page number and annexes as per bid submitted
TECHNICAL SUBMISSION			
1.	Form TECH-1: Technical Proposal Submission Form duly filled and signed		
2.	Form TECH-2: Consultant's Organization and Experience		
3.	Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client		
4.	Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment		
5.	Form TECH-5: Team Composition and Task Assignments		
6.	Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff		
7.	Form TECH-7: Staffing Schedule		
8.	Form TECH-8: Work Schedule		
9.	Authorization to sign the bid on behalf of the bidder		
10.	Valid Copies of CIDB Certificates from Consultants and Sub Consultants		
11a)	Professional Indemnity Insurance Cover (MUR 20 Million)		
11b)	Public Liability Insurance Cover (MUR 10 Million)		
12.	Copies of Valid Certificates/Documents from respective Professionals Councils in Mauritius		
13.	Copies of Letter of Acceptance/Award, Completion/Taking over Certificates and Certified Final/Pre-Final Account Statements for all specified Projects mentioned.		

14.	Letter of Undertaking/Association from all Sub Consultants/individuals/Freelance		
SR No.	Description	Submitted (√)	Bidders to state page number and annexes as per bid submitted
FINANCIAL SUBMISSION			
1.	Form FIN-1: Financial Proposal Submission Form		
2.	Form FIN-2: Summary of Costs		
3.	Form FIN-3: Breakdown of Costs by Activity		
4.	Form FIN-4: Breakdown of Renumeration (Lump-Sum)		
5.	Form FIN-5: Breakdown of Reimbursable Expenses (Lump-Sum)		