



REPUBLIC OF MAURITIUS
ROAD DEVELOPMENT AUTHORITY

PRESS NOTICE

Request for Proposal through Open National Bidding
for
ERECTION, DISPLAY, MAINTENANCE, AND MANAGEMENT OF
TOTEM STRUCTURES LOCATED ALONG OR VISIBLE FROM
CLASSIFIED ROADS

Procurement Reference no.: **RFP/RDA/18/08/03**

1. The **Road Development Authority (RDA)** is inviting proposals from **National Agencies**, as a single entity or in joint venture, to erect, display, maintain and manage directional panels on identical Totem structures located along or visible from Motorways and Main Roads in view of harmonising and standardising all indicative panels, directional signs, and existing totem structures.
2. The Request For Proposal must be downloaded from RDA website <https://rda.govmu.org/rda/> or maybe collected at the address given below:

RDA Head Office,
8th Floor, Blue Tower,
Rue de L'Institut, Ebène 80817, Mauritius.

3. The Proposals and all accompanying documentation must be deposited in the tender box by **Wednesday, 13 September 2023** up to **13.30 hours (local time)** at the above-mentioned address.
4. The Bids will be opened on **Wednesday, 13 September 2023** as from **14.00 hours (local time)**.
5. The **Road Development Authority** reserves the right to accept or reject any proposal and to annul this Request for Proposal, without thereby incurring any liability to any Agency.

07 August 2023



REPUBLIC OF MAURITIUS
ROAD DEVELOPMENT AUTHORITY

**Request for Proposal through Open
National Bidding**

Selection of National Agency

Procurement Reference No.: RFP/RDA/18/08/03

**ERECTION, DISPLAY, MAINTENANCE,
AND MANAGEMENT OF TOTEM
STRUCTURES LOCATED ALONG OR
VISIBLE FROM CLASSIFIED ROADS**

Road Development Authority

August 2023

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Section 1 - Letter of Invitation

Name of Assignment: **Erection, display, maintenance, and management of Totem structures located along or visible from Classified Roads.**

Procurement Reference No.: **RFP/RDA/18/08/03**

Date:

Dear Sir,

1. The **Road Development Authority** invites proposals to provide the following services: **Erection, display, maintenance, and management of Totem structures located along or visible from Classified Roads.**

More details on the Services are provided in Section 4 - Scope of Services.

2. An Agency will be selected under **Quality and Cost-Based Selection (QCBS)** 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 Agency
 - Section 3 - Bidding Forms
 - Section 4 - Scope of Services
 - Section 5 - Conditions of Contract and Contract Agreement
4. The **Road Development Authority** reserves the right to accept or reject any proposal and to annul this Request for Proposal, without thereby incurring any liability to any Agency.

Yours sincerely,

The General Manager
Road Development Authority

Section 2 - Instruction to Agency

1) Introduction

- Name of the Public Body Road Development Authority
- Name of the Assignment Erection, display, maintenance, and management of totem structures located along or visible from Classified Roads
- Procurement method Open National Bidding
- Services Completion Period Contract duration is for a period of 3 years

2) Preparation of Proposal

While preparing the Proposal, the Agencies are expected to examine the Request For Proposal (RFP) in detail and must give particular attention that the Agencies may associate with each other in the form of a joint venture to complement their respective areas of expertise, strengthen the technical responsiveness of their proposals and 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.

Material deficiencies in providing the information requested in this document may result in the rejection of their Proposal.

3) Pre-proposal conference

The purpose of the pre-proposal conference will be to clarify issues and to answer questions on any matter that may be raised during the bidding process.

The pre-proposal conference will be held as follows:

- Date: **Wednesday, 16 August 2023**
- Time: **10.00 hours (local time).**
- Address: **Road Development Authority, Conference room, 8th Floor, Blue Tower, Rue de L'Institut, Ebène 80817, Mauritius.**

Attending the pre-proposal conference is optional.

4) Clarification purposes

Requests for clarification should be received by the Road Development Authority no later than 14 days prior to the date for submission of bids.

The Road Development Authority will reply at latest 7 days before the date of submission of bids.

The contact information for requesting clarifications is:

The General Manager

Road Development Authority

8th Floor, Blue Tower

Rue de L'Institut, Ebène 80817, Mauritius.

Tel: **+230 467 8600**

Facsimile: **+230 467 2056**

Email: procurement@rda.intnet.mu

5) Amendment of RFP

At any time prior to the deadline for submission of bids, the Road Development Authority may amend the RFP by issuing addenda.

Any addendum issued shall be part of the RFP and shall be communicated in writing to all who have obtained the RFP from the Road Development Authority.

To give Agencies reasonable time in which to take an addendum into account in preparing their bids, the Road Development Authority may, at its discretion, extend the deadline for the submission of bids.

6) Language of Proposal

The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Agencies and the Road Development Authority shall be written in English.

It is desirable that the Agencies' Personnel has a working knowledge of English.

7) Participation in more than one proposal

The Agencies (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal.

If an Agency, including any Joint Venture member, submits or participates in more than one proposal, all such proposals will be disqualified and rejected.

8) Documents to be submitted

- (a) Bid Letter;
- (b) In case of JV only, to attach a letter of written agreement between JV Partners and Power of Attorney to sign the Proposal;
- (c) Technical Proposal; and
- (d) Financial Proposal.

9) Documents comprising the Technical Proposal

The Technical Proposal shall comprise with the following documents:

- Form TECH-1: Agency's Information
- Form TECH-2: Team composition and task assignments
- Form TECH-3: Business plan, Description of approach and methodology, and work plan for performing the assignment
- Form TECH-4: Aesthetic aspect and structural details of the proposed totem structures
- Form TECH-5: Maintenance plan for totem structures
- Form TECH-6: Maintenance and embellishment plan of road shoulders and green space
- Form TECH-7: Innovations and non-financial contribution to the Road Development Authority

The Technical Proposal shall be prepared using the requested information, standard forms and format referred to in Section 3 of the RFP.

The submission of the wrong type of Technical Proposal and failing to submit any Forms TECH, will result in the Proposal being deemed non-responsive.

10) Documents comprising the Financial Proposal

The Financial Proposal shall be prepared using the template referred to in Section 3 of the RFP.

11) Prices and Currency of Payment

The Financial Proposal shall be stated in **Mauritian Rupees (MUR)** only.

12) Validity of Bids

Proposals must remain valid for **90 days** after the proposal submission deadline i.e., until **Monday, 11 December 2023**.

The deadline date for submission of bids being counted as day one of the validity period.

13) Format of Proposal

The Agency shall prepare one original of the documents comprising the Proposal as described in ITA 8 and clearly mark it "Original".

In addition, the Agency shall submit one copy of the documents and clearly mark it "Copy."

In the event of any discrepancy between the original and the copies, the original shall prevail.

14) Signing of Proposal by an authorised representative of the Agencies

The original and the copy of the Proposal shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Agency.

This authorisation shall consist of written confirmation and shall be attached to the bid. It may include a delegation of power by resolution of the Board of a company or from the CEO, himself holding power from the Board or from a Director being a shareholder of a company or through a Power of Attorney.

The name and position held by each person signing the authorization must be typed or printed below the signature.

15) Sealing and Marking of Bids

Proposals should be sealed in a single envelope, clearly marked with the Procurement Reference Number, and addressed to the Road Development Authority with the Agency's name at the back of the envelope.

16) Submission of Bids

For bid submission purposes only, the Public Body's address is:

Address: **Road Development Authority**

8th Floor, Blue Tower

Rue de L'Institut, Ebène 80817, Mauritius.

Proposals must be deposited in Tender box, not later than:

- Date: **Wednesday, 13 September 2023**
- Time: **13.30 hours (local time) at latest.**

Late submissions will be rejected.

Bids received by e-mail will not be considered.

The Road Development Authority may, at its discretion, extend the deadline for the submission of bids by amending the RFP, in which case all rights and obligations of the Road Development Authority and Agency previously subject to the deadline shall thereafter be subject to the deadline as extended.

17) Opening of Bids

For opening of Bids, the Public Body's address is:

Address: **Road Development Authority**

8th Floor, Blue Tower

Rue de L'Institut, Ebène 80817, Mauritius.

Date: **Wednesday, 13 September 2023**

Time: **As from 14.00 hours (local time)**

18) Evaluation of Bids

The Road Development Authority shall have the right to request for clarifications during evaluation. Offers that are substantially responsive shall be compared on the basis of evaluated cost, to determine the best evaluated bid.

19) Evaluation of the Financial score

The best evaluated Financial Proposal (F_m) will be given the maximum financial score of 100 points.

The formula for determining the financial scores is as follows:

$$F_m = \text{Sub-total 1} \times 0.8 + \text{Sub-total 2} \times 0.2$$

Where:

- Sub-total 1: Minimum amount payable to the RDA over the contract duration (MUR)
- Sub-total 2: Anticipated extra-over amount payable to the RDA over the contract duration (MUR)

20) Eligibility Criteria

To be eligible to participate in this bidding process, you should:

- (a) have the legal capacity to enter into a contract to execute the services;
- (b) not be insolvent, in receivership, bankrupt, subject to legal proceedings for any of these circumstances or in the process of being wound up;
- (c) not be under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws at the date of the deadline for bid submission or appearing on the ineligibility lists of African Development Bank, and World Bank Group;
- (d) not have had your business activities suspended;
- (e) not have a conflict of interest in relation to this procurement requirement;
- (f) have a valid trading Licence; and
- (g) have Business Registration Card.

The Road Development Authority may choose to request any Agency to substantiate compliance with these criteria.

21) Award of Contract

The Agency having submitted the best evaluated responsive bid and qualified to perform the services shall be selected for Award of Contract. The Award of Contract shall be issue of a Letter of Acceptance in accordance with terms and conditions contained in Section 5 – Conditions of Contract and Contract Agreement.

22) Notification of Award and debriefing

The Road Development Authority shall after award of contract, promptly inform all unsuccessful agencies in writing of the name and address of the successful Agency and the accepted Financial Proposal.

23) Integrity Clause

The Road Development Authority commits itself to take all measures necessary to prevent 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 bid 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.

24) Expected date for the commencement of the Services

One month after signature of Contract

Section 3 - Bidding Forms

Bid Letter

Name of Assignment: **Erection, display, maintenance, and management of Totem structures located along or visible from Classified Roads.**

Procurement Reference No.: **RFP/RDA/18/08/03**

Date:

We, the undersigned, declare that:

- (a) We offer to provide the services detailed in Section 4 of the Scope of Services, in accordance with the terms and conditions stated in the RFP.
- (b) We are submitting our Proposal in association with *[Insert a list with full name and address of all Associations]*.
- (c) The Financial Proposal is binding upon us and is payable biannually over a period of **three (3) years** and maybe subject to revision or variation, with the approval of the **Road Development Authority**.

Our attached Financial Proposal is *[Insert amount(s) in words and figures]*. This amount is exclusive of all taxes.

- (d) We confirm that we are eligible to participate in this RFP and meet the eligibility criteria specified in Section 2 of the Instruction to Agency.
- (e) Our Proposal shall be valid for a period of **ninety (90) days** from the date fixed for the submission deadline in accordance with the RFP, i.e., **Monday, 11 December 2023** and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (f) We undertake to abide by the Conduct of Bidders and Suppliers, as provided under Regulation 52 of the Public Procurement Act, as amended during the procurement process and the execution of any resulting contract.
- (g) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:

- i. We shall not, directly or through any other person or firm, offer, promise or give to any of the client's employees involved in the bidding process or the execution of the contract or to
 - ii. 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.
 - iii. We shall not enter with other Agencies 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.
 - iv. We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.
- (h) We accept a correction of an error appearing on the face of the bid.
- (i) We undertake, if our Proposal is accepted to initiate the services related to the assignment not later than the date indicated in ITA 24.
- (j) The services will be completed within **three (3) years** from the commencement date.
- (k) We understand that the Road Development Authority is not bound to accept any Proposal receive.

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

If awarded the contract, the person named below shall act as Agency's Representative:

Name:

In the capacity of:

Signed:

Duly authorised to sign the Proposal for and on behalf of:

Date:

Company address and seal

Technical Proposal

Form TECH-1: Agency's Information

Procurement Reference No.:	RFP/RDA/18/08/03
Name of Assignment	Erection, display, maintenance, and management of Totem structures located along or visible from Classified Roads

Date:	Country of incorporation:
Agency name:	Acronym:
RFP submission authorised by:	Position:

Associations (Joint Venture)

Serial No.	Agency	Acronym	Country of incorporation	Joint Venture (JV)	Submission authorised by	Position

We confirm that a copy of the following documents has been attached:

- Certificate of Incorporation;
- Documentation regarding our corporate structure including beneficial ownership;
- Business Registration Number; and
- Documentation regarding our Board of Directors.

Form TECH-2: Team composition and task assignments

[To mention clearly the composition of your team and their respective task assignment, with attached curriculum vitae, as a Single Entity's Organisation / Joint Venture members]

<i>Professional Staff such as Administrative, Operational, Marketing, Maintenance, Supervising, Health & safety personnel, etc.</i>						
<i>SN</i>	<i>Name of staff</i>	<i>Agency</i>	<i>Area of Expertise</i>	<i>Qualification</i>	<i>Position Assigned</i>	<i>Task Assigned</i>

Please insert more rows as necessary.]

Form TECH-3: Business plan, Description of approach and methodology, and work plan for performing the assignment

[Business plan, technical approach & methodology, and work plan are key components of the Technical Proposal. You are suggested to present your Proposal, in at least 3 pages, divided into the following three main chapters:

a) Proposed business plan

In this chapter, you should propose and thoroughly detail your business plan for the assignment in line with the requirements stated in Section 6.

b) Technical Approach and Methodology

In this chapter, you should explain your understanding of the objectives of the assignment, the methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output.

You should also highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

c) Work Plan

In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including approvals, if any, by the Road Development Authority and monthly reports pertaining to, an up-to-date list of all totem structures, specifying their sizes, face, support system, locations, and any other information.

The proposed work plan should be consistent with the technical approach and methodology, showing an understanding of the Section 4 - Scope of Services and the ability to translate them into a feasible working plan.]

Form TECH-4: Aesthetic aspect and structural details of the proposed totem structures

[You are suggested to submit the 3D model or graphical representation of your proposed structure with and without Advertisement, for a single-sided, double-sided, and triple-sided totem structure.

Provisions shall be made on each face of the totem structure to affix a Registration Mark which will be given by the Road Development Authority.

The proposed structures shall be accompanied by the structural designs and Specifications in accordance with design standards and relevant codes of practise, including their fixing and installation mechanism.]

Form TECH-5: Maintenance plan for totem structures

[You are suggested to present a detailed maintenance plan for the totem structures while taking into consideration all safety parameters.

A contingency plan with regard to the maintenance of the structures shall also be submitted in case of unforeseen events and cyclonic conditions.]

Form TECH-6: Maintenance and embellishment plan of road shoulders and green spaces

[You are suggested to submit an embellishment, landscaping, and maintenance plan of green space around the zones where the totem structures will be erected and displayed along the Motorways and Main Roads.]

Form TECH-7: Innovations and non-financial contribution to the Road Development Authority

[You are suggested to present a plan for the innovation(s) and the non-financial contribution you intend to bring and implement during the duration of the Contract regarding the Advertisement system and/or Road maintenance system across the island e.g., reserving one slot for Road safety campaign, information on road construction, etc., as, and when required.]

Financial Proposal

The Agency shall duly fill and submit, as per the template given below.

Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I
Date payable to the RDA (Month/Year)	Minimum number of totem structures (Nos.)	Minimum number of faces to be displayed (Nos.)	Unit rate (MUR) <small>{Shall be same as Column H}</small>	Minimum amount payable to the RDA (MUR)	Anticipated number over and above the minimum number of totem structures given at Column B (Nos.)	Anticipated number over and above the minimum number of faces to be displayed, given at Column C (Nos.)	Unit rate (MUR) <small>{Shall be same as Column D}</small>	Anticipated amount payable to the RDA (MUR)
	E = C * D				I = G * H			
June 2024	50							
December 2024	100							
June 2025	150							
December 2025	200							
June 2026	250							
December 2026	300							
Sub-total 1 payable to the RDA over the contract duration (MUR)					Sub-total 2 payable to the RDA over the contract duration (MUR)			
Total amount payable to the RDA over the contract duration (MUR), Sub-total 1 + Sub-total 2 (MUR)								

- Note:**
- (1) Failing to duly fill Columns C, D, & E will result in the Financial Proposal being deemed as non-responsive.
 - (2) The unit rate quoted in Column H shall be the same rate quoted in Column D.
 - (3) The number of faces will depend on the types of totem structures, i.e., whether the totem structures will be single face (1), double face (2) or triple face (3).
 - (4) The number of faces inserted in Column C cannot be less than the number of totem structures mentioned in Column B.
 - (5) The minimum amount payable to the RDA is the number specified in Column C but cannot be less than that mentioned in Column B.
- In case the minimum number of faces is less than the number mentioned in Column C for a given period, the minimum amount payable to the RDA will be the number given in Column B multiplied by the unit rate quoted in Column D for that period.*

Section 4 - Scope of Services

Introduction

The **Road Development Authority** (RDA) intends to enter into an agreement over a period of three (3) years with a National Agency, as a single entity or in joint venture, to erect, display, maintain and manage directional panels on identical Totem structures located along or visible from Motorways and Main Roads in view of harmonising and standardising all indicative panels, directional signs, and existing totem structures.

Objectives

The main objectives of the agreement are to:

- Erect and display directional panels on identical totem structures located along, or visible from, Main Roads and Motorways;
- Maintain, control, operate and manage the entire totem system, located along, or visible from, Main Roads and Motorways;
- Reduce the mushrooming of indicative panels, directional signs, and existing totem structures by regrouping the same on identical totem structures, at strategic locations along, or visible from, Motorways and Main Roads;
- Contribute to the aesthetical view of Motorways and Main Roads infrastructure through high quality display of totems by achieving a cleaner and greener Mauritius;
- Maintenance and embellishment of the areas where totem structures are erected and displayed; and
- Ensure regular and timely payment to the RDA, at the end of every six months.

Responsibilities

The selected Agency will have the exclusive rights to design, procure, manufacture, promote, market, erect, display, maintain, operate, and manage Totem structures located along, or visible from, Motorways and Main Roads.

In this vein, the Agency shall be responsible for the following main activities:

1. The Agency shall clearly earmark with GPS coordinates, on a mapping system, the exact locations where the totem structures are to be erected and displayed;

2. Over the course of the three-year contract, the Agency is mandatorily required to erect and display a minimum number of totem structure per face, as listed herein:

Contract duration (Month/Year)						
	June 2024	December 2024	June 2025	December 2025	June 2026	December 2026
Minimum number of Totem structures to be displayed (Nos.)	50 nos. of totem structures from the <u>commence ment date</u> up to the end of June 2023	100, cumulative over a period of 6 months	150, cumulative over a period of 6 months	200, cumulative, over 6 months	250, cumulative over a period of 6 months	300, cumulative over a period of 6 months

3. All totem structures shall be concise and legible;
4. Erect and display Totem structures in line with the provisions of established Guidelines, Regulations and Roads Act, whilst respecting at least the following conditions and specifications:
 - (a) A minimum setback distance of 2 m between the road edge with the exterior edge of the totem structure;
 - (b) A minimum radial distance of 5 m between the nearest corner, stop line or give way line of a junction with the exterior edge of the totem structure;
 - (c) The allowable face of the totem structures shall not have more than 3 faces;
 - (d) The allowable height of the supporting pole/structure with the totem structure, shall not exceed 2.4 m from ground level to top of that structure;
 - (e) The totem structure shall be oriented to be displayed perpendicular or, at an angle of 30 degrees, to the direction of oncoming traffic; and
 - (f) The width of the totem structure, at its extremities, shall not exceed 1.2 m.
5. Only the name, logo, and location with directional sign of a company, entity, etc., shall be displayed on the totem structures;
6. Public Liability Insurance shall always remain valid during the display of all totem structures;
7. Seek and obtain all necessary approvals, authorisations, clearances, permits, etc. from relevant Authorities at the Agency’s own cost;

8. Prior to erecting and displaying the approved totem structure, written authorization shall be sought from private owners, where applicable. The consent from the landowner shall give free access to the Authority, for inspection or removal of the totem structure;
9. Tapping off electricity supply from any street lighting is not allowed by the RDA to illuminate the totem structure except authorised by relevant Authority;
10. The display of commercial advertisements by the selected Agency on, in, or around the vicinity of the totem structure is strictly prohibited;
11. Affixing the Registration Mark in black, with characters no less than 50 mm on each face of each totem structure;
12. Design, commissioning and decommissioning the entire totem structures;
13. Management of sales and marketing to prospective subscribers;
14. Operate and manage the entire totem system;
15. Maintenance of all totem structures;
16. Embellishment, and maintenance of the zones where totem structures are erected and displayed, without altering the geometry of the green spaces.

The embellishment and landscaping of the zones shall be in line with the vision of the **Ministry of Environment, Solid Waste Management and Climate Change** and shall integrate with the local landscape, whilst considering townscape character, designated areas, and other features.

Moreover, in view of promoting the aesthetical view of totem structures, any or all exposed metalwork of the totem structures shall be covered or encased accordingly. In same, the Agency shall fix or display an aesthetic blank flex on all vacant totem structures.

17. The Agency shall submit to the RDA on a monthly basis, an up-to-date list of all totem structures, specifying their sizes, faces, support systems, locations and any other information requested by the Authority;
18. Payment of all statutory taxes, local levies, statutory dues, etc. as applicable, to relevant Authorities, at the Agency's own cost, as and when due;

19. Inform the RDA regarding the erection and display of illegal directional & indicative panel, signages and totem structures, located along or visible from Classified Roads;
20. Remove all illegal directional & indicative panel, signages and totem structures, located along or visible from Classified Roads, unless specified by the RDA;
21. Liaise with the RDA for the relocation of any approved totem structures;
22. Ensure regular and timely payments of all amounts due to the RDA;
23. After the completion of the Services, all totem structures and the mapping system shall be handed-over to the RDA; and
24. Any miscellaneous works which may arise during the contract.

Performance Monitoring

Objective

The RDA and the Agency shall meet at least once every six months or as often as necessary to review the performance of the Agency with a view to ensuring quality standards in the services.

Management Meetings

A team comprising of dedicated officers from the RDA will be assigned to manage and supervise the project. The RDA officers will set up a Committee with the executive personnel of the Agency.

The main scope of the team shall be for:

- reviewing major shortcomings that have occurred on the sites in the past months and measures taken thereon;
- taking cognizance of complaints made by the RDA's representatives and action taken by the Agency;
- assessing the arrangements made by the Agency in terms of human resources and logistics; and
- attending to other matters related to contractual obligations of the Agency.

Appropriate records of the Management Meetings shall be kept by the RDA.

Section 5 - Conditions of Contract and Contract Agreement

Conditions of Contract

A. General Provisions

1. Definitions
 - 1.1 The following terms whenever used in this Contract have the following meanings:
 - a) "Agency" means an advertising firm or entity that may provide or provides the Services to the Client under the Contract.
 - b) "Applicable Law" means the laws of Mauritius
 - c) "Client" means the Public Body that signs the Contract for the Services with the Selected Agency.
 - d) "COC" means these Conditions of Contract.
 - e) "Contract" means the legally binding written agreement signed between the Client and the Agency.
 - f) "Day" means a calendar day.
 - g) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause 10.1.
 - h) "Local Currency" means Mauritian Rupees (MUR).
 - i) "Party" means the Client or the Agency, as the case may be, and "Parties" means both of them.
 - j) "Services" means the work to be performed by the selected Agency, pursuant to this Contract.
2. Relationship between the Parties
 - 2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant, or of principal and agent as between the Client and the agency.

The Agency, subject to this Contract, has complete charge of the personnel and Sub-Agency, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract 3.1 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
4. Language 4.1 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
5. Communication 5.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing or vide electronic transmission using facsimile and Email, in the language specified in Clause 4.1.
- Any such notice, request, or consent shall be deemed to have been given or made when delivered in person to an authorised representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified hereunder:

The Client:

Attention: *The General Manager*

Address: *Road Development Authority*

8th Floor, Blue Tower

Rue de L'Institut, Ebène 80817, Mauritius.

Tel: +230 467 8600

Facsimile: +230 467 2056

Email: registry@rda.intnet.mu

The Agency:

Attention:

Address:

6. Authority of Member in Charge
- 6.1 In case the Agency is in Joint Venture, the members hereby authorize the member specified hereunder to act on their behalf in exercising all the Agency's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions from the Client.
- The Lead Member on behalf of the JV is
-
- [insert name of the member]*
- [If the Agency consists only of one entity, state "N/A"; OR If the Agency is a Joint Venture, the name of the JV member, should be inserted here.]*
7. Location
- 7.1 The Services shall be performed, along or visible from, the Classified Roads or elsewhere, as the Client may approve.
8. Authorised Representatives
- 1.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Agency may be taken or executed by the officials specified hereunder
- The Authorised Representatives are:
- For the Client: *[name, title]*
-
- For the Agency: *[name, title]*
-
9. Fraud and Corruption
- 9.1 The Client requires compliance with the Anti-Corruption laws of Mauritius.
- If the Client determines that the Agency and/or its Personnel, sub-contractors, services providers and suppliers have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving Fourteen (14) calendar days' notice to the Agency, terminate the Agency's employment under the Contract, under Clause 17.1.
- Should any Personnel of the Agency be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that Personnel shall be removed in accordance with Clause 25.1.

B. Commencement, Completion, Modification and Termination of Contract

10. Commencement and effectiveness of Services 10.1 The expected date for the commencement of the Services shall be One (1) month after the signature of Contract.
11. Termination of contract for failure to become effective 11.1 If this Contract has not become effective within Thirty (30) calendar days from the Commencement date of the Services, either Party may, by not less than Thirty (30) calendar days' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
12. Expiration of Contract 12.1 The services will be completed immediately after Three (3) years from the commencement date.
13. Entire Agreement 13.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise, or agreement not set forth herein.
14. Modifications and Variations 14.1 Any modification of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.
- However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
15. Force Majeure 15.1 Definition
- a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial

action confiscation or any other action by Government agencies.

- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-Agencies 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.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

15.2 No Breach of Contract

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

15.3 Measures to be Taken

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

which such Party was unable to perform such action as a result of Force Majeure.

- d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency, upon instructions from the Client, shall either:
- demobilize, in which case the Agency shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
 - continue with the Services to the extent reasonably possible, in which case the Agency shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 34.

16. Termination of Contract by the Agency

16.1 The Agency shall have the option to exit from the Contract immediately after completion of a lock-in of Two (2) years.

For this, the Agency shall give Ninety (90) calendar days prior to intimation to the Client.

16.2 If the Agency is desirous of terminating the Contract hereby created before the expiry of a lock-in period of Two (2) years, the Contract shall deem to be terminated on the date mentioned in the termination notice, subject to confirmation by the Client.

16.3 The Agency may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified hereunder:

- a) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.

- b) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 34.2.

17. Termination of Contract by the Client

17.1 The Client without prejudice to any other remedy for breach of Contract, shall have the right to terminate this Contract after providing to the Agency, thirty (30) calendar days prior notice upon the happening of any of the following events:

- a) Petition or application for winding up of the Agency has been admitted and a liquidator has been appointed or an order of bankruptcy or an order of winding up or dissolution of the company has been made;
- b) If the Client, upon a determination that because of changed circumstances the continuation of the contract is not in the public interest, decides to terminate this Contract;
- c) The Agency assigns or transfers any right or interest under this Contract in breach of this Contract;
- d) If the Agency, in the judgement of the Client has engaged in fraud and corruption;
- e) The Agency substantially fails to comply with a material obligation under this Contract without remedying such defects or breaches after having been provided by the Client with a written notice of Thirty (30) calendar days to remedy that breach;
- f) If any sum due and payable under this Contract from the Agency to the Client which is not paid within Ninety (90) calendar days as of the receipt of a notice from the Client; and
- g) If the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 34.2.

C. Obligations of the Agency

18. Standard of Performance

18.1 Standard of performance

The Agency shall perform the Services and carry out the Services with all due diligence and efficiency, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.

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

18.2 Law Applicable to Services

The Agency shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its personnel shall comply with the Applicable Law.

18.3 Conflict of Interest

The Agency 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.

19. Sub-Contracting

19.1 The Agency shall not subcontract the whole of the Services.

19.2 The Agency shall not assign this Contract or subcontract any portion of it without the Client's prior written consent.

20. Confidentiality

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

21. Reporting Obligations
- 21.1 The Agency shall submit to the Client on a monthly basis, an up-to-date list of all totem structures, specifying their sizes, faces, support systems, locations and any other information requested by the Client.
22. Insurance
- 22.1 The Agency shall indemnify and hold harmless the Client from and against all damages and claims resulting from the Advertisement, Partner's action and against all damages and claims arising on behalf of or asserted by any employee, agent, or subcontractor of the Agency.
- All insurance policies shall contain an agreement on the part of the insurer waiving the right to subrogation. The Agency shall indemnify and hold harmless the Client in the event that the Agency's Totems are destroyed, defaced, or otherwise affected in any way by vandalism, accidents and other acts.
- 22.2 The Agency shall maintain in full force and effect and at its own cost and with reputable insurers. The Agency shall provide and thereafter maintain insurance against all risks in the execution of this contract.
- 22.3 The Agency shall provide and thereafter maintain all appropriate the Employer's Liability and Workmen's Compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 22.4 Public and liability insurance in respect of CAF's liability for death or injury to any person (other than employees of the Client and loss or damage to any property.
- 22.5 The Insurance Policy shall be in the name of the Client as an additional insured.
- 22.6 The Agency shall not, without the prior written consent of the Client, take out insurances which will prejudice the insurances referred to this Section above or any recovery thereunder or create or permit to exist any encumbrance over such insurances.

D. Agency’s personnel, service provider, sub-contractor

- | | |
|---------------------------------------|---|
| 23. Description of Agency’s personnel | 23.1 The title, job description, minimum qualification, and estimated period of engagement to carry out the Services, shall be as per <i>TECH-2</i> . |
| 24. Replacement of Agency’s personnel | 24.1 Except as the Client may otherwise agree in writing, no changes shall be made to the personnel.

24.2 Notwithstanding the above, the substitution of personnel during Contract execution may be considered only based on the Agency’s written request and due to circumstances outside the reasonable control of the Agency. |
| 25. Removal of Agency’s personnel | 25.1 If the Client finds that any of the Agency’s personnel has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that the Agency’ personnel has engaged in Fraud and Corruption while performing the Services, the Agency shall, at the Client’s written request, provide a replacement.

25.2 In the event that any staff is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Agency to provide a replacement. Any replacement of the removed staff shall possess equivalent or better qualifications and experience and shall be acceptable to the Client. |

E. Obligations of the Client

- | | |
|------------------------------|---|
| 26. Assistance to the Agency | 26.1 The Client shall use its best efforts to assist the Agency while seeking necessary approvals, authorisations, clearances, permits, etc. from relevant Authorities. |
| 27. Access to project site | 27.1 The spaces to erect Totem structures within the Client’s Road reserves will be handed over, as and when required, from the date of the receipt of the Evidence of Insurance by the Agency. |
| 28. Exception to Exclusivity | 28.1 The Client may erect or cause to erect any new panels for any Ministries or Public Body. |

F. Payment to the Client

29. Contract Price 29.1 The Contract price is, as specified in the Financial Proposal.
30. Currency of payment 30.1 Payment under the Contract shall be made in Mauritius Rupees (MUR).
31. Mode of payment 31.1 The payments under this Contract shall be made as specified in the Financial Proposal.
32. Delayed payment 32.1 Payments received after the end of every Six (6) months will be subject to a:
- a) Fifteen (15) % interest if paid within Fifteen (15) calendar days; and
 - b) Twenty-Five (25) % interest if paid after Fifteen (15) calendar days and not later than Ninety (90) calendar days, from the due date.
- 32.2 Arrears of Ninety (90) calendar days will be grounds for termination of the contract and removal of Totem structures along, or visible from the Motorways and Main Roads.

G. Fairness and Good Faith

33. Fairness and Good Faith 33.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. Settlement of disputes

34. Settlement of disputes 34.1 Amicable Settlement
- a) The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
 - b) If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute.

The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) calendar days after receipt.

If that Party fails to respond within fourteen (14) calendar days, or the dispute cannot be amicably settled within fourteen (14) calendar days following the response of that Party, Clause 34.2 shall apply.

34.2 Dispute Resolution

Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the Supreme Court of Mauritius, in accordance with the Code of Civil Procedure in force in Mauritius.

Contract Agreement

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

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

WHEREAS

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

NOW, THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a) Contract Agreement; and
 - b) any other documents.
- 2. The mutual rights and obligations of the Client and the Agency shall be as set forth in the Contract, in particular:
 - (a) the Agency shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Agency in accordance with the provisions of the Contract.

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

For and on behalf of **Road Development Authority**

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

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

[Authorised Representative of the Agency – name and signature]

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

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

[Name of the lead member]

*[Authorised Representative on behalf of a Joint Venture]
[add signature blocks for each member if all are signing]*

CHECKLIST FOR BID SUBMISSION

(To tick)

- 1. **Bid Letter**
- 2. **If JV, a letter of written agreement between JV Partners and Power of Attorney to sign Proposal**
- 3. **Technical Proposal**
 - (a) **Form TECH-1**
 - **Certificate of Incorporation**
 - **Corporate structure and beneficial ownership**
 - **Business Registration Number**
 - **Documentation regarding Board of Directors**
 - (b) **Form TECH-2**
 - (c) **Form TECH-3**
 - **Proposed business plan**
 - **Technical Approach and Methodology**
 - **Work Plan**
 - (d) **Form TECH-4**
 - (e) **Form TECH-5**
 - (f) **Form TECH-6**
 - (g) **Form TECH-7**
- 4. **Financial Proposal**