

REPUBLIC OF MAURITIUS



ROAD DEVELOPMENT AUTHORITY

Amended Invitation for Bids (IFB)
(Authorised under Section 14(2) of the Public Procurement Act 2006) (as amended)

Request for Proposal through Open National Bidding

REQUEST FOR PROPOSAL FOR VERTICAL LANDSCAPING AT PONT FER FLYOVER - PHOENIX

Procurement Ref. No: W/RDA/26/10-2023

1. The **Road Development Authority** is inviting bids from eligible bidders *of Mauritian nationals or entities incorporated in Mauritius/opened to local bidders* for the **VERTICAL LANDSCAPING AT PONT FER FLYOVER - PHOENIX**. Participation is limited to citizens of Mauritius or entities incorporated in Mauritius. Joint Ventures should be among entities incorporated in Mauritius.
2. Bidding documents and all accompanying documentation must be collected, after registration at the RDA Head Office at the address given below.
3. Bids must be deposited in the tender box by **Wednesday, 29 November 2023** up to **13.30 hours** (local time) at the address given below:

**RDA Head Office,
8th Floor, Blue Tower,
Rue de L'Institut, Ebene 80817, Mauritius.**
4. Bids will be opened on **Wednesday, 29 November 2023** as from **14.00 hours** (local time).
5. The Road Development Authority reserves the right to accept or reject any bid to annul the bidding process and reject all bids at any time prior to award of the Contract without thereby incurring any liability to any Bidder.

31 October 2023

**REPUBLIC OF MAURITIUS
ROAD DEVELOPMENT AUTHORITY**



Request for Proposal

**Vertical Landscaping at Pont Fer
Flyover - Phoenix.**

Procurement Reference No.: W/RDA/26/10-2023

OPEN NATIONAL BIDDING

Employer: Road Development Authority

OCTOBER 2023

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Section 1 – Invitation for Bid

REPUBLIC OF MAURITIUS

ROAD DEVELOPMENT AUTHORITY

Invitation for Bids (IFB)
(Authorised under Section 14(2) of the Public Procurement Act 2006)
Request for Proposal through Open National Bidding

PRESS NOTICE

**REQUEST FOR PROPOSAL FOR VERTICAL LANDSCAPING AT PONT FER FLYOVER -
PHOENIX**

Procurement Ref. No: W/RDA/26/10-2023

1. The **Road Development Authority** is inviting bids from eligible bidders of *Mauritian nationals or entities incorporated in Mauritius/opened to local bidders* through the Government eProcurement System for the VERTICAL LANDSCAPING AT PONT FER FLYOVER - PHOENIX. Participation is limited to citizens of Mauritius or entities incorporated in Mauritius. Joint Ventures should be among entities incorporated in Mauritius.
2. Bidding documents and all accompanying documentation must be collected, after registration at the RDA Head Office at the address given below:

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October 2023

Section 2 - Instructions to Applicant and Data Sheet

Instructions to Applicant

A. General Provisions

1. Definitions
 - a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Applicant.
 - b) "Applicant" means a firm or entity that may provide or provides the Services to the Client under the Contract.
 - c) "Applicable Law" means the laws and any other instruments having the force of law in the Republic of Mauritius.
 - d) "Client" means the public body that signs the Contract for the Services with the selected Applicant.
 - e) "Contract" means a legally binding written agreement signed between the Client and the selected Applicant.
 - f) "Data Sheet" means an integral part of Section 2 that is used to supplement, but not to over-write, the provisions of the ITA.
 - g) "Day" means a calendar day
 - h) "Government" means the Republic of Mauritius.
 - i) "In writing" means communicated in written form (e.g., by mail, e-mail or facsimile with proof of receipt;
 - j) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Applicant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
 - k) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV, may be

taken into account in the technical evaluation of the Applicant's proposal.

- l) "ITA" (this Section 2 of the RFP) means the Instructions to Applicant that provides the shortlisted Applicant with all information needed to prepare their Proposals.
- m) "PPO" means the Procurement Policy Office of Mauritius.
- n) "Proposal" means the Technical Proposal and the Financial Proposal of the Applicant.
- o) "RFP" means the Request for Proposal to be prepared by the Client for the selection of Contractor.
- p) "Services" means the work to be performed by the Applicant pursuant to the Contract.
- q) "Sub-Contractor" means an entity to whom the Applicant intends to subcontract any part of the Services while the selected Applicant remains responsible to the Client during the whole performance of the Contract.
- r) "Terms of Reference (TORs)" (this Section 6 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Applicant, and expected results and deliverables of the assignment.

2. Introduction

- 2.1 The Client named in the **Data Sheet** intends to select an Applicant from those shortlisted in the Request for Proposal (RFP), in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The shortlisted Applicants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the **Data Sheet**, for the assignment named in the **Data Sheet**.
- 2.3 The Applicant should familiarize itself with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Applicant's expense.

Applicants should contact the Client's representative named in the **Data Sheet** using the feature of request for clarification to arrange for their visit or to obtain additional information on the pre-proposal conference.

Applicants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

3. Conflict of Interest 3.1 The Government of Mauritius requires Applicants to provide professional, objective, and impartial advice, at all times holding the Client's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Applicant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve in the best interest of the Client. Failure to disclose such situations may lead to the disqualification of the Applicant and/or the termination of its Contract.

Without limitation of the generality of the foregoing, the Applicant shall not be hired under the circumstances set forth below:

- (i) Conflict among Applicants' assignments; and
- (ii) Relationship with the Client's staff.

4. Fraud and Corruption 4.1 It is the policy of the Government of Mauritius to require Public Bodies, as well as Applicants, their agents (whether declared or not), affiliates, personnel, sub-contractors, sub-agencies, service providers and suppliers to observe the highest standard of ethics during the selection and execution of contracts.

4.2 In further pursuance of this policy, Applicants shall permit and shall cause its agents (where declared or not), subcontractors, sub-applicants, service providers, suppliers, and their personnel, to permit the Client to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Client.

4.3 Applicants 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.

4.4 The Client commits itself to take all measures necessary to prevent fraud and corruption and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the proposal for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

If the Client obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of Mauritius or if there be a substantive suspicion in this regard, he will inform the relevant authority(ies) and in addition can initiate disciplinary actions. Furthermore, such proposal shall be rejected.

5. Eligibility

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

(a) Sanctions

5.1.1

- (a) An Applicants or individual that has been sanctioned by the Government of the Republic of Mauritius, 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) An Applicant 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 Applicants 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 Applicants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

- (b) Restrictions for State-Owned Enterprises
State-owned enterprises or institutions in Mauritius may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Client, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under the supervision of the Client.

- (c) Restrictions for Public Employees
Government officials and civil servants of the Republic of Mauritius are not eligible to be included as Experts, individuals, or members of a team of Experts in the Applicant's Proposal unless: (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Client.

B. Preparation of Proposals

- 6. General considerations
6.1 In preparing the Proposal, the Applicant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

- 7. Cost of preparation of proposal
7.1 The Applicant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

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 Applicant.

8. Language
- 8.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Applicant and the Client shall be written in *English*.
- 8.2 It is desirable that the Applicant's Personnel has a working knowledge of *English*.
9. Documents comprising the proposal
- 9.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 9.2 If specified in the **Data Sheet**, the Applicant shall include a statement of an undertaking of the Applicant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
10. Only one proposal
- 10.1 The Applicant (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.
- 10.2 If an Applicant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals will be disqualified and rejected.
11. Proposal Validity
- 11.1 The **Data Sheet** indicates the period during which the Applicant's Proposal must remain valid after the Proposal submission deadline.
- During this period, the Applicant shall maintain its original Proposal without any change.
- (a) Extension of Validity Period
- 11.1.1 The Client will make its best effort to complete the evaluation of bids within the proposal's validity period. However, should the need arise, the Client may request through e-mail, all Applicants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- If the Applicant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.

The Applicant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

12. Clarification and Amendment of RFP

12.1 Applicants 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 Applicants.

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. 12.2 of the *Data Sheet*.

12.2 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 Applicants and will be binding on them. Applicants shall acknowledge receipt of all amendments.

To give Applicants 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. No modifications to the Technical or Financial Proposal shall be accepted after the deadline

13. Preparation of proposals specific considerations

13.1 While preparing the Proposal, the Applicant must give particular attention that, if a shortlisted Applicant considers that it may enhance its expertise for the assignment by associating with other Applicants in the form of a joint venture or as Sub-applicants, it may do so with either:

(a) non-shortlisted Applicant(s), or

(b) shortlisted Applicants if so, indicated in the **Data Sheet**.

- 13.2 In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
14. Technical proposal format and content
- 14.1 The Technical Proposal shall be prepared using the templates referred to in *Section 4* of the *RFP* and shall comprise the documents listed in the **Data Sheet**.
- The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- The submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.
- 14.2 The Technical Proposal shall duly fill and submit information stipulated in the standard forms of Section 4.
- A page is considered to be one printed side of A4 or letter size paper.
15. Financial proposal
- 15.1 The Financial Proposal shall be prepared using the template referred to in Section 5 of the RFP.
- (a) Taxes and Advertising fees
- 15.1.1 While preparing their bids, the Applicants shall take into account payments of all statutory taxes and fees to relevant Authorities.
- (b) Currency of Proposal
- 15.1.2 The Applicant may express the price for its Services in the currency as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.
- (c) Currency of Payment
- 15.1.3 Payment under the Contract shall be made in the currency in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

16. Submission, Sealing, and Marking of Proposals
- 16.1 The original proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Agencies 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 4* and *FIN-1* of *Section 5*.

- 16.2 An authorized representative of the Applicant, 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".
- 16.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in *Para. 16.5* 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.*
- 16.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the 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 Proposal 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 time and date indicate in *Para. 16.5* of 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 case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 16.5 The Proposals must be sent to the address 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. 12.2*.

Any proposal received by the Client after the deadline for submission shall be returned unopened.

16.6 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.

17. Proposal evaluation

17.1 From the time the Proposals are opened to the time the Contract is awarded, the Applicants should not contact the Client on any matter related to its Technical and/or Financial Proposal.

Any effort by Applicants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Applicants' Proposal.

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

18. Evaluation of technical proposals

18.1 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 (S_t).

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**.

19. Public Opening and evaluation of financial proposals

19.1 After the technical evaluation is completed, the Client shall inform the Applicants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Applicants 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 Applicants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Applicants sufficient time to make arrangements for attending the opening. *Applicants' attendance at the opening of Financial Proposals is optional.*

- 19.2 Financial Proposals shall be opened in the presence of the Applicants' representatives who choose to attend.

The name of the Applicants and the technical scores of the Applicants shall be read aloud. The Financial Proposal of the Applicants that 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 Applicants, upon request.

- 19.3 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.

- 19.4 The highest evaluated Financial Proposal (F_m) will be given the maximum financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as indicated in the **Data Sheet**. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) 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**: $S = S_t \times T\% + S_f \times P\%$.

The Applicant achieving the highest combined technical and financial score will be considered for Award.

D. Award

20. Award of Contract
- 20.1 In the absence of a challenge by any other Applicant within the *7 days of notice under ITA 19.4*, the Contract shall be awarded to the selected Applicant.
- 20.2 Within the 7 days from the issue of Letter of Award, the Client shall publish on the RDA portal (<https://rda.govmu.org/rda/>), the results of the RFP process identifying the name of the successful Applicant, and the price it offered, as well as the duration and summary scope of the assignment; and an executive summary of the RFP Evaluation Report.
- 20.3 After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Applicants.
- 20.4 The Applicant is expected to commence the assignment on the date specified in the **Data Sheet**.
21. Debriefing by the Client
- 21.1 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 Applicants are informed about the award, whichever the case may be.

Data Sheet

A. General Provisions	
Para. 2.1	<p>Name of the Client: Road Development Authority.</p> <p>Method of selection: Quality and Cost-Based Selection (QCBS).</p>
Para. 2.2	<p>Financial Proposal to be submitted together with Technical Proposal in separate envelope: Yes.</p> <p>The name of the assignment is: Vertical Landscaping at Pont Fer Flyover - Phoenix</p>
Para. 2.3	<p>A pre-bid meeting will be held: Yes.</p> <p>The bidder or its official representative is invited to attend a pre-bid meeting which will take place at the RDA’s Head Office on Friday 27 October 2023 at 10.00 hours local time.</p> <p>The pre-bid meeting will be followed by a site visit along the Pont fer flyover - Phoenix.</p> <p>It is not mandatory to attend the meeting and site visit to bid.</p>
B. Preparation of Proposals	
Para. 9.1	<p>The Proposal shall be submitted and should comprise the following:</p> <p>(1) Bid Letter with Bid Securing Declaration.</p> <p>(2) In case of JV only, to attach:</p> <p style="margin-left: 20px;">a) a letter of written agreement between JV Partners; and</p> <p style="margin-left: 20px;">b) Power of Attorney to sign the Proposal.</p> <p>(3) Technical Proposal:</p> <p style="margin-left: 20px;">a) Form TECH-1;</p> <p style="margin-left: 20px;">b) Form TECH-2;</p> <p style="margin-left: 20px;">c) Form TECH-3;</p> <p style="margin-left: 20px;">d) Form TECH-4;</p> <p style="margin-left: 20px;">e) Form TECH-5;</p>

	<p>f) Form TECH-6;</p> <p>g) Form TECH-7;</p> <p>(4) Financial Proposal:</p> <p>a) FIN-1;</p> <p>b) FIN-2; and</p> <p>c) FIN-3.</p>
Para. 9.2	Submission of a Statement of Undertaking: Yes.
Para. 10.1	Participation of Sub-applicants in more than one Proposal is not permissible.
Para. 11.1	<p>Proposals must remain valid for 90 days after the proposal submission deadline.</p> <p>The deadline date for submission of bids being counted as day one of the validity period.</p>
Para. 12.1	<p>Clarifications may be requested no later than 14 days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is:</p> <p>The General Manager Road Development Authority 8th Floor, Blue Tower Rue de L’Institut, Ebene, Mauritius.</p> <p>Tel: +230 467 8600</p> <p>Facsimile: +230 467 2056</p> <p>Email: procurement@rda.intnet.mu</p> <p>The Employer will reply at latest seven (7) days before the date of submission of the RFP.</p>
Para. 13.1	<p>Shortlisted Applicant may associate with</p> <p>(a) non-shortlisted Applicant(s): No. Or</p>

	(b) other shortlisted Applicant(s): No.
Para. 14.1	<p>The Technical Proposal shall comprise with the following documents:</p> <ul style="list-style-type: none"> ▪ Form TECH-1: Technical Proposal Submission Form; ▪ Form TECH-2: Applicant’s Information; ▪ Form TECH-3: Comments and Suggestions on the Terms of Reference ▪ Form TECH-4: Description of Approach, methodology, work plan & presentation for performing the assignment ▪ Form TECH-5: Team composition and task assignments ▪ Form TECH-6: Curriculum Vitae (CV) for proposed professional staff ▪ Form TECH-7: Code of conduct – Environment, Social, Health & Safety
Para. 15.1.2	<p>The Financial Proposal shall be stated in Mauritian Rupees (MUR).</p> <p>The Financial Proposal should state local cost in the Client’s country currency (local currency): Yes.</p>
C. Submission, Opening and Evaluation	
Para. 16.2	<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.</p> <p>The name and position held by each person signing the authorization must be typed or printed below the signature.</p>
Para. 16.3	<p>Applicant must submit:</p> <ul style="list-style-type: none"> ▪ 1 Original of the Technical Proposal; and ▪ 1 Original of the Financial Proposal.
Para. 16.5	<p>For bid submission purposes only, the Employer’s address is:</p> <p>Road Development Authority</p>

	<p>8th Floor, Blue Tower Rue de L’Institut, Ebene, Mauritius.</p> <p>Proposals must be deposited in <i>Tender box</i>, not later than: Date: Wednesday 29 November 2023 Time: 13.30 hours (local time) at latest.</p>																						
Para. 18.1	<table border="1" data-bbox="384 577 1382 1037"> <thead> <tr> <th data-bbox="384 577 453 667"></th> <th data-bbox="453 577 1171 667"><i>Criteria and point system for the evaluation of the Technical Proposal are:</i></th> <th data-bbox="1171 577 1382 667"><i>Maximum Points</i></th> </tr> </thead> <tbody> <tr> <td data-bbox="384 667 453 719">1.</td> <td data-bbox="453 667 1171 719"><i>Applicant’s information - (TECH-2)</i></td> <td data-bbox="1171 667 1382 719">5</td> </tr> <tr> <td data-bbox="384 719 453 842">2.</td> <td data-bbox="453 719 1171 842"><i>Technical Approach and methodology, Work plan and presentation for performing the assignment including the protection of the MSE wall and piers - (TECH-4)</i></td> <td data-bbox="1171 719 1382 842">20</td> </tr> <tr> <td data-bbox="384 842 453 893">3.</td> <td data-bbox="453 842 1171 893"><i>Team composition and task assignments - (TECH-5)</i></td> <td data-bbox="1171 842 1382 893">15</td> </tr> <tr> <td data-bbox="384 893 453 945">4.</td> <td data-bbox="453 893 1171 945"><i>Proposed landscaping works.</i></td> <td data-bbox="1171 893 1382 945">20</td> </tr> <tr> <td data-bbox="384 945 453 996">5.</td> <td data-bbox="453 945 1171 996"><i>Aesthetic aspect of the proposed landscaping.</i></td> <td data-bbox="1171 945 1382 996">20</td> </tr> <tr> <td data-bbox="384 996 453 1037">6.</td> <td data-bbox="453 996 1171 1037"><i>Maintenance plan.</i></td> <td data-bbox="1171 996 1382 1037">20</td> </tr> </tbody> </table>			<i>Criteria and point system for the evaluation of the Technical Proposal are:</i>	<i>Maximum Points</i>	1.	<i>Applicant’s information - (TECH-2)</i>	5	2.	<i>Technical Approach and methodology, Work plan and presentation for performing the assignment including the protection of the MSE wall and piers - (TECH-4)</i>	20	3.	<i>Team composition and task assignments - (TECH-5)</i>	15	4.	<i>Proposed landscaping works.</i>	20	5.	<i>Aesthetic aspect of the proposed landscaping.</i>	20	6.	<i>Maintenance plan.</i>	20
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6.	<i>Maintenance plan.</i>	20																					
	<p>The minimum technical score S_t required to pass is: 75 Points.</p>																						
Para. 19.4	<p>The formula for determining the financial scores is the following: $S_f = 100 \times F_m/F$, in which</p> <p>S_f = financial score F_m = highest price F = price of the proposal under consideration</p> <p>The weights given to the Technical (T) and Financial Proposals (P) are T = 0.7 and P = 0.3.</p>																						
<p>D. Award</p>																							
Para. 20.4	<p>Expected date for the commencement of the Services: One month after signature of Contract.</p>																						

Section 3 – Bid Letter

Name of Assignment: **Vertical Landscaping at Pont Fer Flyover - Phoenix**

RFP Reference No.: **W/RDA/26/10-2023**

Date:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Request For Proposal, including Addenda if any, issued in accordance with *Para 12* of the *Instruction to Applicant*.
- (b) We offer to provide the services detailed in the *Section 6* of the *Terms of Reference*, in accordance with the terms and conditions stated in the RFP.
- (c) We confirm that we are eligible to participate in this RFP and meet the eligibility criteria specified in *Section 2* of the *Instruction to Applicant and Data Sheet*.
- (d) Our Proposal shall be valid for a period of **90 days** from the date fixed for the submission deadline in accordance with the RFP, i.e., **27 February 2024** and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (e) 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.
- (f) We, including any partners or subcontractors for any part of the contract, do not have any conflict of interest in accordance with *Para 3* of the *Instruction to Applicant*;
- (g) We have read and understood the content of the Bid Securing Declaration (BSD) attached hereto and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.

We further understand that this subscription shall be construed as a BSD, which could lead to disqualification on the grounds mentioned into same.

- (h) We confirm that the prices in *Section 5* of the *Financial Proposal*, are fixed and firm and will not be subject to revision or variation, without the consent of the Road Development Authority, if we are awarded the contract within the bid validity period as stipulated in *Section 2* of the *Instruction to Applicant and Data Sheet*.
- (i) The services including the maintenance period will be over **3 years** from the commencement date.

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

If awarded the contract, the person named below shall act as Applicant’s Representative:

Name:

.....

In the capacity of:

.....

Signed:

.....

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

.....

Date:

.....

Company address and seal

.....

Bid Declaration Form

By subscribing to the undertaking in respect of *paragraph (g)* of the *Bid Letter*.

I/We* accept that I/we* may be disqualified from bidding for any contract with any Public Body for the period of time that may be determined by the Procurement Policy Office under *Section 35* of the *Public Procurement Act*, if I am/we* are in breach of any obligation under the Bid conditions, because I/we:

- (a) have modified or withdrawn my/our* Proposal after the deadline for submission of bids during the period of bid validity specified by the Applicant in the Bid Letter; or
- (b) have refused to accept a correction of an error appearing on the face of the bid; or
- (c) having been notified of the acceptance of our bid by the **Road Development Authority**, during the period of bid validity,
 - (i) have failed or refused to execute the Contract, if required, or
 - (ii) have failed or refused to furnish the Evidence of Insurance, as stipulated in *Clause 22* of the *Conditions of Contract*.

I/We* understand this Bid Securing Declaration shall cease to be valid:

- (a) in case I/we am/are the selected Applicant, upon our receipt of copies of the contract signed by you; or
- (b) if I am/we are* not the Selected Applicant, upon the earlier of
 - (i) the receipt of your notification of the name of the selected Applicant; or
 - (ii) thirty days after the expiration of the validity of my/our* Proposal.

In case of a Joint Venture, all the partners of the Joint Venture shall be jointly and severally liable.

Section 4 – Technical Proposal

Form TECH-1: Technical Proposal Submission Form

[Date:]

To: **The General Manager**

Road Development Authority

8th Floor, Blue Tower

Rue de L'Institut, Ebene,

Mauritius.

Dear Sir,

- (a) We, the undersigned, offer to provide the services for **Vertical Landscaping at Pont Fer Flyover - Phoenix**, in accordance with your Request for Proposal [date:] and our Proposal.

We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

- (b) We are submitting our Proposal in association with *[Insert a list with full name and address of each associated Contractor]*.
- (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) We undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than the date indicated in *Para 20.4 of the Data Sheet*.
- (e) 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 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 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 Applicants.

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 Contractor: _____

Address: _____

Form TECH-2: Applicant’s Information

<i>RFP Reference No.:</i>	<i>W/RDA/26/10-2023</i>
<i>Name of Assignment</i>	<i>Vertical Landscaping at Pont Fer Flyover - Phoenix</i>

<i>Date:</i>	<i>Country of Incorporation¹</i>
<i>Applicant Name:</i>	<i>Acronym:</i>
<i>RFP submission authorised by:</i>	<i>Position</i>

Associations (Joint Venture)

Serial No.	Applicant	Acronym	Country of Incorporation ¹	Joint Venture (JV)	Submission Authorised by	Position

¹The Applicant must submit a copy of the Certificate of Incorporation of itself.

We confirm that:

- Documentation regarding our corporate structure including beneficial ownership has been attached.*
- Business Registration Number has been attached*
- Documentation regarding our Board of Directors has been attached.*

Form TECH-3: Comments and suggestions on the Terms of Reference

[Demonstrate that your company is duly registered with the CIDB under the class Civil engineering construction works or Building construction works and Consultants under the field Landscape architecture or Architecture along with the grade that would allow you to perform the scope and the value of works for which you are submitting your bid.]

Form TECH-4: Description of approach, methodology, work plan and presentation for performing the assignment

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

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

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

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.

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

d) During the evaluation stage, the Applicants may be called upon to give a presentation of the proposed landscaping work at their own costs at the RDA on a date to be agreed jointly. The evaluation team reserves the right to call Applicants starting from the lowest bid that is technically responsive. The purpose of the demonstration is to describe the major contents and highlights of the technical proposal submitted. During the demonstration, the evaluating team will be present. The evaluating team may make a Video and/or Audio recording of the full presentation for the purpose of the evaluation of the proposal.

Form TECH-5: Team composition and task assignments

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

<i>Professional Staff (Administrative, marketing, maintenance personnel etc.)</i>					
<i>SN</i>	<i>Name of Staff</i>	<i>Applicant</i>	<i>Area of Expertise</i>	<i>Position Assigned</i>	<i>Task Assigned</i>

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 Contractor** [*Insert name of Contractor proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____
4. **Date of Birth: Nationality:** _____
5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

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

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

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

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

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

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

Employer: _____

Positions held: _____

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

13. Certification:

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

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

Full name of authorized representative: _____

Form TECH–7: Code of conduct - Environmental, Social, Health and Safety

[The Applicant shall submit the Code of Conduct, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice as may be more fully described in the following:

- 1. [Environmental and Social Impact Assessment (ESIA)];*
- 2. [Environmental and Social Management Plan (ESMP)];*
- 3. [Consent Conditions (regulatory authority conditions attached to any permits or approvals for the project)]; and*
- 4. [specify any other relevant document/s]*

Section 5 - Financial Proposal

Form FIN-1: Financial Proposal Submission Form

[Date:]

To: **The General Manager**

Road Development Authority

8th Floor, Blue Tower

Rue de L'Institut, Ebene,

Mauritius.

Dear Sir,

- (a) We, the undersigned, offer to provide the services for **Vertical Landscaping at Pont Fer Flyover - Phoenix**, in accordance with your *Request for Proposal* dated [*Insert Date*] and our Technical Proposal.

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

- (b) The Financial Proposal, is a fixed and firm lump sum offer and will not be subject to revision or variation, without the consent of the Road Development Authority.
- (c) 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 applicant, offer, promise or give to any of the client's 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.

- (d) 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 Contractor: _____

Address: _____

Form FIN–2: Implementation & Maintenance Plan

<i>ITEM</i>		<i>Description</i>	<i>Quantity</i>	<i>Rate Local price in MUR^{a b}</i>	<i>Total Price Local Price in MUR^a</i>
Year 1	<i>1st half</i>	<i>Implementation of Landscaping works</i>			
	<i>2nd half</i>	<i>Nurturing of plants / Maintenance</i>			
Year 2	<i>1st half</i>	<i>Nurturing of plants / Maintenance</i>			
	<i>2nd half</i>	<i>Nurturing of plants / Maintenance</i>			
Year 3	<i>1st half</i>	<i>Nurturing of plants / Maintenance</i>			
	<i>2nd half</i>	<i>Nurturing of plants / Maintenance</i>			
			TOTAL		

Note:

1. Year 1 – 1st half (6 months)– Implementation of Landscaping works
2. Year 2 – 2nd half up to Year 3 (30 months)– Nurturing of plants / Maintenance

a Currencies shall be in accordance with Clause 15 of Instruction to Bidders

b Include duties & Taxes

Form FIN-3: Breakdown of Financial proposal

Site	Unit	Amount
Phoenix Flyover	<i>Lump Sum</i>	
Maintenance Price	<i>Lump Sum</i>	
VAT at 15%		
Total Amount		

Note: The lump sum may be broken down further based on the design proposal.

Section 6 - Terms of Reference

Introduction

The **Road Development Authority (RDA)** intends to enter into an agreement with **National Applicants**, as a single entity or in joint venture, to undertake of **Vertical Landscaping at Pont Fer Flyover- Phoenix**.

Objectives

The main objectives of the agreement are to:

- (a) To improve the quality of life of people by offering pleasant green landscapes for visual and health benefits.
- (b) Enhance road safety by reducing the impact of urban environment;
- (c) Enhance the visual experience of traveling across the flyovers e.g. scenic landscaped area, green sculptures, ground covers for different segments of the flyovers;
- (d) Enhance aesthetic value of the flyovers at night through integration of existing flood light at specific sites that contribute to the visibility of proposed scenic features such as green sculptures and other relevant landscaping features;
- (e) Increase the greenhouse gas sink capacity by converting dead spaces to useful ones;
- (f) To improve air quality by plant photosynthesis which act as air purifiers, reducing CO₂, toxins and other pollutants;
- (g) Hide huge concrete element (MSE wall) facades by maximizing limited space.

Scope of Assignment

The Applicant shall be requested to carry out the following tasks: -

- (a) The Applicant shall hire the service of a landscape Architect.
- (b) The Applicant shall ensure that the stability/integrity of the MSE walls should not be affected/compromised.
- (c) The Applicant shall, on award of contract, take stock of and analyse information and data available, including the current state of the flyovers and any

embellishment, greenspaces, and landscaping works next to the MSE wall. The findings of the stock take and analysis, as well as the proposed methodology, expert/key staff schedule, work plan, shall be summarized in an Inception Report. The Applicant shall also confirm with or without modification or revisit methodology (if needed).

- (d) On the basis of information and reports analysed and any complementary field / ground surveys undertaken, as may be required, the Applicant shall identify the various landscape zones (along MSE Wall and piers) and any other segments; and propose a coherent and integrated approach for the **vertical landscaping**. Pattern finish landscaping may be considered where applicable.
- (e) The Applicant should produce drawings and photographs of each proposal together with the RFP.
- (f) The Applicant shall also be required to indicate the type of shrubs and ground covers and other features (needed for each segment of the flyovers)
- (g) Requirements in terms of way leaves and clearances from concerned authorities and organizations have to be indicated.
- (h) The method statement for the vertical landscaping should be clearly defined including any protection of the MSE wall.
- (i) The Applicant shall select suitable plant species to be used along the various segments. Justification for the provision of each proposed plant shall be submitted
- (j) The Applicant shall produce drawings and any samples required for approval from relevant Authority during implementation.
- (k) The Ministry of Environment, Solid waste Management and Climate Change shall be consulted since the greening of Motorways M1 and M2 is in the pipeline. RDA will assist in the process.
- (l) The maintenance period of the Landscaping works will be 30 months after the issue of a Taking Over Certificate by the RDA.

Fund for Assignment

The Government of Mauritius will fund this project.

Performance Monitoring

- a) Objective

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

b) Management Meetings

The RDA shall, after consultation with the Contractor, set up a Management Committee comprising RDA's representatives who are involved in one way or the other and the personnel of the Contractor.

Management meetings are meant to review the Contractor to the organization as a whole and they are not meant to substitute the regular consultations and meetings.

The scope of the Committee(s) 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 Contractor;
- assessing the arrangements made by the Contractor in terms of human resources and logistics; and
- attending to other matters related to contractual obligations of the Contractor.



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

Specific Expectations

Table below illustrates the current state of the Pont Fer flyover - Phoenix.

S. N	Illustration
1	 An aerial photograph showing a complex highway interchange. A multi-lane road runs vertically through the center. To the left, a roundabout with a central green island is visible. A flyover structure crosses over the main road. The surrounding area includes various buildings, parking lots, and some greenery. A red bus is visible on the road in the foreground.
2	 An aerial photograph of the same highway interchange from a different angle. This view shows the flyover more prominently on the right side of the frame. The roundabout is in the lower-left quadrant. The road curves to the right. The background shows a dense urban area with many buildings and some hills in the distance.

Section 6 – Terms of Reference

3	
4	
5	



6





Piers under flyover (6 Nos.)

7



Northbound before flyover

8

	 <p data-bbox="724 689 1070 725">Southbound after flyover</p>
9	 <p data-bbox="724 1361 1070 1397">Northbound after flyover</p>
10	



Defects Liability Period/ Maintenance

i. Conditions

A Handing Over Certificate shall be duly signed by the Contractor and the Employer after completion of the works quoted by the Bidder in accordance to the Scope of work as defined in the Terms of Reference.

A three-year defect liability period shall commence after the submission of the handing over certificate and shall include the maintenance period. During the defect liability period, the Contractor shall be responsible for the maintenance of installed landscape plantings, fittings and features, and the operation and proper functioning of associated irrigation and structures.

The Bidder shall quote for a Two and a half-year comprehensive maintenance plan in his bid for any embellishment or landscape components.

The Contractor shall be responsible for keeping monthly record sheets of maintenance works, which shall be made available for inspection by the Employer on request. The Employer shall sign the record sheets before the Contractor presents his payment claim.

A Final Completion Certificate shall be issued after completion of the Two-and-a-half-year defect liability/maintenance period if it is so justified.

ii. Requirements

The maintenance plan to be quoted by the Bidder shall include, but may not be limited to the following:

Replacement of Plant Material

Dead or dying plants, including the existing vegetation that the has retained or relocated by the Bidder, shall be replaced immediately at the bidder's expense.

Maintenance of Planting Area

Weeding

All agricultural weeds and new alien vegetation and/or any other alien vegetation shall be removed, using an appropriate methodology as per standard horticultural practice from all planting areas on a frequency approved by the Employer.

Disposal of Landscaping Waste

a. All landscaping waste from the maintenance of shrubs, plants and trees shall be collected upon completion of each maintenance work by the Contractor.

b. Landscape related litter on hard surfaces like paved walkways, roads, etc. and soil washed into any open stormwater channels or causing blockage in sub surface drains shall be cleaned by the Contractor and is of the Contractor's responsibility.

Irrigation

a. The Contractor shall carry out irrigation to all planted areas as approved by the Consultant to make sure that a required amount of water is distributed to all green areas.

b. The Bidder shall upkeep, adjust and replace defective irrigation components at its own expense.

Cleaning of Water Bodies

The Contractor shall clean water bodies of all debris, litter and weeds on a regular basis.

Section 7 - 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) "Applicant" means a 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 Contractor.
 - d) "CoC" means these Conditions of Contract.
 - e) "Contract" means the legally binding written agreement signed between the Client and the Applicant.
 - 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 Applicant, as the case may be, and "Parties" means both of them.
 - j) "Services" means the work to be performed by the selected Applicant, 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 Applicant.

The Applicant, subject to this Contract, has complete charge of the personnel and Sub-applicants, 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 1.1 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 authorized 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, Ebene,*
- Mauritius.*
- Tel: +230 467 8600*
- Facsimile: +230 467 2056*
- Email: registry@rda.intnet.mu*
- The Applicant:**
- Attention:
- Address:
6. Authority of Member in Charge 6.1 In case the Applicant is in Joint Venture, the members hereby authorize the member specified hereunder to act on their behalf in exercising all the Applicant'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 Applicant consists only of one entity, state "N/A"; OR If the Applicant 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. Authorized Representatives 6.1 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 Applicant may be taken or executed by the officials specified hereunder

The Authorized Representatives are:

For the Client: *[name, title]*

For the Applicant: *[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 Applicant and/or its Personnel, sub-contractors, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving *Fourteen (14) calendar days'* notice to the Applicant, terminate the Applicant's employment under the Contract, under *Clause 17.1*.

Should any Personnel of the Applicant 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*.

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-Applicants 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 Applicant, upon instructions by the Client, shall either:
- demobilize, in which case the Applicant 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 Applicant 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 *Clauses 34*.

16. Termination of Contract by the Applicant

16.1 The Applicant 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 Applicant 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 Applicant, *thirty (30) calendar days'* prior notice upon the happening of any of the following events:

- a) Petition or application for winding up of the Applicant 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 Applicant assigns or transfers any right or interest under this Contract in breach of this Contract;
- d) If the Applicant, in the judgement of the Client has engaged in fraud and corruption;
- e) The Applicant 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 Applicant 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 Applicant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to *Clause 34.2*.

C. **Obligations of the Applicant**

18. Standard of Performance

18.1 Standard of performance

The Applicant 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 Applicant 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 Applicant 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 Applicant 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 Applicant shall not subcontract the whole of the Services.

19.2 The Applicant 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 Applicant shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Applicant make public the recommendations formulated in the course of, or as a result of, the Services.

21. Reporting Obligations

21.1 The Applicant shall submit to the Client on a monthly basis, a report on the progress of work with progress photographs in hard and soft copy and any other information requested by the Client,

22. Insurance

22.1 The Applicant shall indemnify and hold harmless the Client from and against all damages and claims resulting from the works, Partner's action and against all damages and claims arising on behalf of or asserted by any employee, agent or subcontractor of the Applicant.

All insurance policies shall contain an agreement on the part of the insurer waiving the right to subrogation. The Applicant shall indemnify and hold harmless the Client in the event that the Applicant's works are destroyed, defaced, or otherwise affected in any way by vandalism, accidents and other acts.

22.2 The Applicant shall maintain in full force and effect and at its own cost and with reputable insurers. The Applicant shall provide and thereafter maintain

insurance against all risks in the execution of this contract.

22.3 The Applicant 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 the Client as additional insured.

22.6 The Applicant 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. Applicant's personnel, service provider, sub-contractor

23. Description of Applicant's key personnel 23.1 The title, job description, minimum qualification and estimated period of engagement to carry out the Services, shall be as per *TECH-2 and TECH-5*.

24. Replacement of Key Experts 24.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key personnel.

24.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Applicant's written request and due to circumstances outside the reasonable control of the Applicant.

25. Removal of Applicant's staff 25.1 If the Client finds that any of the Applicant' personnel has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that the Applicant' personnel has engaged in Fraud and Corruption while performing the Services, the Applicant 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 Applicant to provide a replacement.

25.3 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

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| 26. Assistance to the Applicant | 26.1 The Client shall use its best efforts to assist the Applicant while seeking necessary approvals, authorisations, clearances, permits etc. from relevant Authorities. |
| 27. Access to project site | 27.1 The spaces within the Client’s Road reserves will be handed over, as and when required, <i>from the date of the receipt of the Evidence of Insurance</i> by the Applicant. |
| 28. Exception to Exclusivity | 28.1 None |

F. Payment

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| 29. Contract Price | 29.1 The Contract price is fixed and firm, amounting to a sum of, <i>exclusive of all taxes.</i> |
| 30. Performance Security | 30.1 Performance Security will be as per enclosed form in the amount of ten percent (10%) of the Accepted Contract Amount. |
| 31. Advance Payment | 31.1 Total advance payment shall be ten (10) percent of the Accepted Contract Amount. The advance payment will be made in one instalment and in Mauritian Rupees.
31.2 Repayment of the advance payment shall start after Certification of twenty (20) percent of the Accepted Contract Amount.
31.3 Recovery of the advance payments shall be an amount of not less than fifteen (15) percent of the amount of monthly Interim Payment Certificates.
31.4 Advance payment shall be recovered in full prior to the time when eighty (80) percent of the Accepted Contract Amount has been certified for payment. |

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| 32. Application for Interim Payment Certificates | 32.1 Amount to be retained shall be ten (10) percent of Interim Payment Certificates.
32.2 Limit of retention money shall be Five (5) percent of the Contract Price. |
| 33. Currency of payment | 33.1 Payment under the Contract shall be made in <i>Mauritius Rupees (MUR)</i> . |
| 34. Mode of payment | 34.1 The payments under this Contract shall be made in lump-sum, as specified in <i>FIN-2</i> . |
| 35. Delayed payment | 35.1 Financing charges shall be: 1% above Bank of Mauritius Rate |

G. Fairness and Good Faith

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| 36. Fairness and Good Faith | 36.1 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. |
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H. Settlement of disputes

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| 37. Settlement of disputes | 37.1 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 <i>fourteen (14) calendar days</i> after receipt.

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

37.2 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 Applicant]* (hereinafter called the “Applicant”).

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

WHEREAS

- (a) the Client has requested the Applicant to provide certain services as defined in this Contract (hereinafter called the “Services”);
- (b) the Applicant, 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;
 - b) Conditions of Contract;
 - c) Bid Letter;
 - d) Bid Securing Declaration;
 - e) Statement of Undertaking;
 - f) In case of JV only, to attach (i) a letter of written agreement between JV Partners and (ii) Power of Attorney to sign the Proposal;
 - g) Form FIN-1: Financial Proposal Submission Form;
 - h) Form FIN-2: Maintenance Quotation;
 - i) Form FIN-3: Breakdown of Financial proposal;
 - j) Form TECH-1: Technical Proposal Submission Form;
 - k) Form TECH-2: Applicant’s Information;
 - l) Form TECH-3: Comments and suggestions on the Terms of Reference;
 - m) Form TECH-4: Description of approach, methodology, work plan and presentation for performing the assignment;
 - n) Form TECH-5: Team composition and task assignments;

- o) Form TECH-6: Curriculum Vitae (CV) for proposed professional staff;
 - p) Form TECH-7: Code of conduct - Environmental, Social, Health and Safety;
 - q) Details of proposed landscaping taking into consideration the limited available space;
 - r) Aesthetic aspect of the proposed landscaping including any fog light being integrated;
 - s) The methodology of the proposed landscaping including the protection of the MSE wall and piers;
 - t) Maintenance plan;
 - u) Terms of Reference;
 - v) Instructions to Applicant and Data Sheet;
 - w) Request for Proposal Letter; and
 - x) Any other documents;
2. The mutual rights and obligations of the Client and the Applicant shall be as set forth in the Contract, in particular:
- (a) the Applicant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Applicant 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**

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

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

[Authorized Representative of the Applicant – 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 Applicant *[insert the Name of the Joint Venture]*

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

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

Performance Security

(Demand Guarantee)

..... *Bank's/Insurance Company's Name and Address of Issuing Branch or Office*.....

Beneficiary:*Name and Address of Public Body*.....

Date...

PERFORMANCE GUARANTEE No.:

We have been informed that*name of the Contractor*..... (hereinafter called "the Contractor") has entered into Contract No.....*reference number of the Contract*..... dated..... with you, for the execution of *name of Contract and brief description of Works*(hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

At the request of the Contractor, we *name of Bank/Insurance Company*.....hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *amount in figures (amount in words)* such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire not later than twenty-eight days from the date of issuance of the Certificate of Completion/Acceptance Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the.....day of,, whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758. (Applicable to overseas contractor only).

.....**Seal of bank /insurance company**

Signature(s).....

Advance Payment Security

Demand Guarantee

_____ [Bank's Name/Insurance Company's Name], and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Employer]

Date: _____

ADVANCE PAYMENT GUARANTEE No.: _____

We have been informed that _____ [name of Contractor] (hereinafter called "the Contractor") has entered into Contract No. _____ [reference number of the contract] dated _____ with you, for the execution of _____ [name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ [amount in figures] (_____) [amount in words] is to be made against an advance payment guarantee.

At the request of the Contractor, we _____ [name of Bank/Insurance Company] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] (_____) [amount in words]¹ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number _____ at _____ [name and address of Bank/Insurance Company].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the ___ day of _____, ___,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

² Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Section 7 – Conditions of Contract and Contract Agreement

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

_____ **Seal of Bank/Insurance Company and Signature(s)** *Note:*
All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.