



**Ministry of Local Government and
Disaster Risk Management**

Request for Proposal

for the

**Provision of the Services of Five Engineers
in the
Field of Civil Engineering**

Under the

Expert Skills Scheme

Open International Bidding

Procurement No: MLG/RFP/01/2022-2023

Issued on: 19 July 2022

*Ministry of Local Government and Disaster Risk Management
Level 3 Cnr SSR & Jules Koenig Streets,
Emmanuel Anquetil Building,
Port-Louis
Tel 201-1673
Fax 211-7734*

Request for Proposal

LETTER OF INVITATION

Dear Sir,

Subject: Provision of the services of Five Engineers in the field of Civil Engineering under the Expert Skills Scheme

1. You are hereby invited to submit technical and financial proposals for services required under the Expert Skills Scheme for Civil Engineers for the Ministry of Local Government and Disaster Risk Management which could form the basis for future negotiations and ultimately, a contract between you and this Ministry.
2. The purpose of this assignment is to provide services of Civil Engineers as detailed in Part 3 (Services) of the Terms of Reference at Annexure 1.
3. The following documents are enclosed to enable you to submit your proposal:
 - (a) Terms of Reference (Annexure 1);
 - (b) supplementary information for Experts (Service Providers), including a suggested format of curriculum vitae (Annexure 2); and
 - (c) sample format of the Service Contract under which the service will be performed (Annexure 3).
4. Any request for clarification should be forwarded via e-mail – vkaullysing@govmu.org or by post addressed to the Manager Procurement and Supply, Ministry of Local Government and Disaster Risk Management c/r SSR & Jules Koenig Streets, Emmanuel Anquetil Building, Port Louis. Request for clarifications should be received 14 days prior to the deadline set for submission of proposals stipulated at para. 7.
5. The Government of the Republic of Mauritius requires that bidders participating in the procurement in Mauritius observe the highest standard of ethics during the procurement process and execution of contracts. Service providers are advised to consult the website of the Procurement Policy Office of Mauritius **ppo.govmu.org** to acquaint themselves with the legislations related to procurement in Mauritius.

6. Eligibility

The request for proposal is opened for local and international citizens.

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- 6.1 (a) A service provider that is under a declaration of ineligibility by the Government of Republic of Mauritius in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.
- (b) Proposals from service providers 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

- (c) Service providers should submit a statement on past and present declaration of ineligibility, if any, by any international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.

7. Submission of Proposals

The proposals from the service providers shall be submitted in one envelope, including Technical and Financial proposals marked " Civil Engineers- MLG/RFP 01 of 2022-2023/OAB IN", and should follow the form given in the "Supplementary Information for Service Providers." The proposals will be received in the Bid Box situated at Level 3, c/r SSR & Jules Koenig Streets, Emmanuel Anquetil Building Port Louis, Mauritius by **Monday 05 September 2022 up to 13.30 hours (local time) at latest.**

Bids will be opened in the *Conference Room, Ministry of Local Government, Disaster and Risk Management, 3rd floor, Emmanuel Anquetil Building, C/r SSR & Jules Koenig Streets, Port Louis on Monday 05 September 2022 at 13.45 hours (local time).*

Proposals should **not** be forwarded by electronic mail and proposals received after the deadline set for submission **shall be rejected.**

8. Criteria and point system

Criteria and point system for the evaluation of the Technical Proposals are:

SN	Criteria	Points
(i)	Adequacy of the proposed technical approach, methodology and work plan in responding to the Terms of Reference a) Technical approach and methodology – 10 points b) Work plan- 10 points c) Clear deliverables- 10 points	30
(ii)	Service provider qualifications and competence for the assignment a) General qualifications- 10 points b) Competency for the assignment - 30 points c) Proven Experience in related field - 30 points	70
	Total points	100

Total points for the two criteria: 100 .The minimum technical score required to pass is: **56 Points.**

9. Deciding Award of Contract

Total points for the two criteria: 100

Qualification and experience of the service providers shall be considered as the paramount requirement. The proposals will be evaluated on the basis of a maximum of 70 marks for Technical Proposals and 30 marks for Financial Proposals. Proposals from service providers should score at least 80% of the total marks for the Technical Proposals to be retained for further consideration.

Only those service providers scoring a total of 70 marks on the overall assessment shall be considered for the assignment. Negotiations will start with the service provider scoring the highest marks and if negotiation is not successful, negotiation will start with the next best ranked service provider and so on until an agreement is reached.

For Quality and Cost based selection, Least- Cost Selection and Fixed Budget selection, the financial negotiations will involve neither the remuneration rates nor other proposed unit rates.

Should you be contacted for negotiations, you must be prepared to furnish the detailed cost break-down and other clarifications to the proposals submitted by you, as may be required to adjudge the reasonableness of your price proposals.

10. Please note that the Ministry of Local Government and Disaster Risk Management is not bound to select any of the service providers submitting proposals.
11. It is estimated that the minimum duration of the assignment shall be for a period of two years and thereafter may be renewed. You should base your financial proposal on these figures, giving an indication of man-months considered necessary by you to undertake the assignment. The rate proposed in your submission will be applied in case the duration of the assignment is to be extended.
12. Please note that the cost of preparing a proposal and of negotiating a contract including visits to Mauritius, if any, is not reimbursable as a direct cost of the assignment.
13. Assuming that the contract can be satisfactorily concluded in 7 weeks, you will be expected to take up/commence with the assignment in about 2 weeks' time as from the date of award of contract.
14. **Tax Liability**
Service Providers under the Expert Skills Scheme will not be required to file VAT Returns. The Ministry/Department will be required to retain the amount of VAT and credit same to MRA accordingly. The VAT amount payable in respect of each service provider shall be 15% of the fees paid in one month.

Tax Deduction at Source will be applicable to Professionals in line with applicable tax laws.
15. The service providers shall meet the cost of any insurance and/or medical examination or treatment required by them in the course of performing the services.
16. We commit ourselves to maintain the highest standard of integrity and ethical principles during all stages of the procurement cycle.

17. The Ministry of Local Government and Disaster Risk Management would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

R. Ghoopee
for Senior Chief Executive

Enclosures:

Annexure 1: Terms of Reference

Annexure 2: Supplementary Information to Experts (Service Providers)

Annexure 3: Draft contract under which service will be performed

Terms of Reference for Civil Engineer

Part 1. Background

The Ministry of Local Government and Disaster Risk Management wishes to recruit Engineers in the field of Civil Engineering registered with the Council of Registered Professional Engineers in Mauritius, with at least five (5) years post registration experience including at least two years' experience in design and supervision of building projects.

The Civil Engineers would be required to design, coordinate and supervise capital projects on an assignment basis on behalf of the Ministry of Local Government and Disaster Risk Management and/or Local Authorities and would be posted accordingly.

Part 2. Scope of Services

The Civil Engineers will be fully responsible for the design of all the structural and civil engineering works involved. They will have to work in close collaboration with the team on the project. The services to be provided by the Civil Engineers shall also include but shall not necessarily be limited to the following:

- (a) the submission of preliminary layouts and other proposals in the form of reports and/or sketch plan(s) or otherwise for consideration by the Client Ministry/ Local Authorities including as may be necessary: -
 - inspection of the site;
 - consultations with relevant stakeholders, such as but not limited to the Traffic Management and Road Safety Unit, Road Development Authority, Wastewater Management Authority, Central Electricity Board, Central Water Authority, Mauritius Fire and Rescue Service in connection with the proposals;
 - advice to the Client Ministry/ Local Authorities as to the necessity for model tests, laboratory tests, in-situ tests, analysis and/or other investigations as are required; and
 - attending meetings in connection with the design of the Engineering Works;
- (b) the submission of tests report, design calculations, structural layout drawings, reinforcement drawings and specifications;
- (c) structural assessment of buildings and preparation of structural survey report;
- (d) assist in preparation of bidding documents;
- (e) assisting the Bid Evaluation Committee in the evaluation of bids and preparation of the Bid Evaluation Report, if required;
- (f) the technical inspection, supervision and monitoring of all the structural and civil engineering works involved;
- (g) the general inspection of the construction of the engineering works in the form of such periodic visits to the site in order to ensure that the engineering works are carried

out in accordance with the requirements and intention of the design and structural instructions given;

- (h) giving instructions for appropriate repairs to faulty works, if any is observed during construction;
- (i) constant supervision during concreting operations;
- (j) monitoring progress on projects and recommending corrective action as and when required;
- (k) ensuring that the budget expenditure for projects are properly monitored;
- (l) processing and certifying claims for payment for projects under their responsibility;
- (m) checking that all deliverables are in conformity with Terms of Reference and Scope of Works;
- (n) working in collaboration with the team and officers working at the Client Ministry/ Local Authorities;
- (o) represent and/or accompany the Ministry/ Local Authorities in meetings; and
- (p) performing such other cognate duties that may be required by the Client Ministry/Local Authorities in relation to this project.

Part 3. Expected Outputs

The expected outputs are:

- (a) timely and accurate monitoring, prediction and reporting of cost;
- (b) provision of accurate and timely information so that informed decisions can be taken and necessary actions taken to correct any possible adverse situations or trends;
- (c) early identification and management of slippages on tasks allocated to keep the project work schedules on track;
- (d) early identification and management of potential variances from the budget ; and
- (e) successful implementation of capital projects.

Part 4. Required Qualifications, Skills and Experience

The Civil Engineers should:

- (a) be registered as Engineers in the field of Civil Engineering with the Council of Registered Professional Engineers in Mauritius and having at least five years post registration experience in Civil Engineering including **at least two year's experience in the design and supervision of building projects**;
- (b) have the ability to operate engineering software packages; and
- (c) possess good communicational skills and the ability to work in a team with minimal supervision.

Part 5. Reporting Lines

The Civil Engineers will report to the Senior Chief Executive of the Ministry of Local Government and Disaster Risk Management or a designated officer by the latter.

Part 6: Contract duration

The duration of the assignment is for an initial period of two years, with the option of one additional year, subject to satisfactory service rendered and further service is required.

Part 7: Contract fees

The contract shall be a lump sum contract.

Payment shall be effected on twenty four monthly instalments following receipt of a proper invoice.

Part 8: Facilities to be provided by the Ministry

International applicants need to make their own arrangements for air tickets and accommodations.

SUPPLEMENTARY INFORMATION FOR EXPERTS (SERVICE PROVIDERS)

Proposals

1. Proposals should include the following information:

(a) Technical Proposals

- (i) Curriculum Vitae of Service Provider (Form F-2).
- (ii) An outline of recent experience on assignments/projects of similar nature executed during the last five years in the format given in Form F-3.
- (iii) Any comments or suggestions of the Service Provider on the Terms of Reference (TOR).
- (iv) A description of the manner in which the Service Provider would plan to execute the work.
- (v) The Service Provider's comments, if any, on the data, services and facilities to be provided by the Public body indicated in the Terms of Reference (TOR).

(b) Financial Proposals

The financial proposals should be given in the form of summary of Contract estimate in Form F- 4.

2. The proposals shall be submitted in one original and two copies

Contract Negotiations

3. The aim of the negotiations is to reach an agreement on all points with the Service Provider and initial a draft contract by the conclusion of negotiations. Negotiations commence with a discussion of Service Provider's proposal, the proposed work plan, and any suggestions you may have made to improve the Terms of Reference. Agreement will then be reached on the final Terms of Reference and the bar chart, which will indicate periods in months or weeks and reporting schedules.

Once these matters have been agreed, financial negotiations will take place and will begin with a discussion of your proposed payment schedule.

Review of reports

5. A Monitoring Committee of at least three members will review all reports/deliverables and suggest any modifications/changes considered necessary within 15 days of receipt.

FORM NO.F-1

From:
.....
....._

To:
.....
.....

Sir

Hiring of Service Providers for (.....)

I herewith enclose Technical and Financial Proposals for selection as Service Provider for the Ministry of Local Government and Disaster Risk Management.

I undertake that, in competing for (and, if the award is made to me/us, in executing) the above contract, I will strictly abide by the Conduct for bidders and Contractors as provided under the Public Procurement Act 2006 of Mauritius.

I hereby certify that 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 during our participation in the bidding process and we commit ourselves to observe the same principles if the contract is awarded to me/us and during its execution. We understand that transgression of the above is a serious offence and appropriate actions will be taken against me/us.

Yours faithfully

Signature:
Full name:
Address:

FORM F-2

FORMAT OF CURRICULUM VITAE (CV) FOR SERVICE PROVIDERS

Name of Service Provider:

Profession:

Date of Birth:

Nationality:.....

Membership in Professional bodies.....

Key Qualifications:

[Give an outline of experience and training most pertinent to tasks on assignment. Describe degree of responsibility held on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education, giving names of institutions, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last five years, also give types of activities performed and employers references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and experience.

Date: Day/Month/Year

[Signature of Service Provider]

Full name of Service Provider:.....

FORM F-3

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 5 (five) YEARS

1. Outline of recent experience on assignments of similar nature:

Sl.No	Name of assignment	Name of Project	Owner or Sponsoring agency	Cost of Project	Date of Commencement	Date of Completion	Was assignment satisfactorily completed

Note: Please attach certificates from the employer by way of documentary proof. (Issued by the Officer of rank not below that of Divisional Manager or equivalent.)

FORM F-4

Cost Estimates of Services¹

Remuneration:

Service Provider's Name	Monthly Rate (in currency)	Working Months	Total Costs (MUR)
.....

...

Signature:

Date :

¹ Rates shall be used for extension of contract for Lump-sum basis and for Time-based contract at negotiation stage or as otherwise specified

CONTRACT No.

SERVICE CONTRACT

BETWEEN

Ministry of Local Government and Disaster Risk Management

AND

(Name of Service Provider.....)

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THIS SERVICE CONTRACT entered into this *[date]*, between the(hereinafter called the "Client") and (hereinafter called the " Service Providers").

WITNESS THAT:

WHEREAS the Ministry of Local Government and Disaster Risk Management has determined the need to procure the services described, implied or referred to in this Contract, subject to the terms and conditions hereinafter set forth;

WHEREAS the Service Provider represents and affirms that he/she possesses the requisite experience, qualifications, capability and skill to perform the said services;

NOW THEREFORE the parties hereto have agreed as follows:

ARTICLE I
SCOPE OF SERVICES

- 1.1 The services to be performed by the Service Provider under this Contract (hereinafter called the "Services") are those described in the Terms of Reference attached hereto as Annex I to the present Contract. The Terms of Reference shall form an integral part of this Contract.

ARTICLE II
COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT

- 2.1 The Service Provider shall commence the Services on *[date]* upon signature of the present Contract, and shall carry out the Services in a manner most suited to the requirements of the Contract and in accordance with the schedules and time limits established under the Terms of Reference (annex I) or indicated by the Ministry of Local Government and Disaster Risk Management.
- 2.2 The Services shall be for calendar days, or whatever period as indicated by the Ministry of Local Government and Disaster Risk Management, beginning on the date of commencement of the Services, and ending not later than

ARTICLE III
DUTIES OF THE SERVICE PROVIDER

- 3.1 The Service Provider shall perform the services with all due care, diligence and efficiency, in accordance with the highest standards of professional competence, organization and responsibility, and in a manner acceptable to the Ministry of Local Government and Disaster Risk Management
- 3.2 The Service Provider shall:

- (a) regularly report to, and obtain direction and guidance from the Ministry of Local Government and Disaster Risk Management on all matters arising from or relating to the present Contract;
 - (b) promptly comply with such instructions as may be issued from time to time by the Ministry of Local Government and Disaster Risk Management in connection with the performance of the services.
- 3.3 The Service Provider shall perform the services to the satisfaction of the Public body in accordance with the Terms of Reference and at such intervals as the Public body may require.
- 3.4 The Service Provider shall keep and maintain accurate and complete accounts in respect of expenditure incurred under the present Contract in such form and detail as shall be satisfactory to the Ministry of Local Government and Disaster Risk Management for the purposes of making payment or settlement under the Contract, where applicable.
- 3.5 The Service Provider shall meet the cost of any insurance and/or medical examination or treatment required by him/her in the course of performing the services.
- 3.6 The Service Provider shall seek and obtain any visas or residence permits that he/she may require to carry out the services and perform his/her obligations under the present Contract. The Ministry of Local Government and Disaster Risk Management shall, as necessary, assist the Service Provider in obtaining such visas and/or permits.

ARTICLE IV

PAYMENT FOR THE SERVICES

- 4.1 The Ministry of Local Government and Disaster Risk Management shall pay to the Service Provider, in respect of the services, the various amounts specified in Annex II to this Contract (hereinafter referred to as the "Contract Amount").
- 4.2 The Contract Amounts shall be paid to the Service Provider in accordance with the modalities specified in Annex II to the present Contract, which forms an integral part hereof.

ARTICLE V

CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

- 5.1 All documents, statistics, reports, data and other information provided, created, obtained or made available to the Service Provider in connection with or by virtue of the present Contract, shall be treated as confidential by the Service Provider, and the Service Provider shall not be entitled to use or make copies of them for any purpose that is not related to the present Contract.

- 5.2 The documents, statistics, reports and data under the preceding paragraph shall, upon the completion of Services or termination of this Contract, be promptly returned to the Ministry of Local Government and Disaster Risk Management.
- 5.3 Any study, report or other material, graphic, software or otherwise, prepared by the Service Provider for the Client under the Contract shall belong to and remain the property of the Client. The Service Provider may retain a copy of such documents and software.

ARTICLE VI

ASSIGNMENT AND SUB-CONTRACTING

- 6.1 Except with the prior written consent of the Ministry of Local Government and Disaster Risk Management, the Service Provider shall not:
- (a) in whole or in part, assign, transfer or otherwise dispose of, his/her rights or obligations under the present Contract;
 - (b) sub-contract, or otherwise transfer responsibility for, the whole or any part of the Services.

ARTICLE VII

LIABILITY OF THE SERVICE PROVIDER

- 7.1.1 The Service Provider shall abide by, and take all measures necessary to enable him/her comply with all laws and regulations in force in any place where the Services are to be wholly or partially performed.
- 7.2 The Service Provider shall be fully liable for the consequences of any error or omission on his/her part or for any damage caused by negligence on his/her part in carrying out the Services or performing his/her obligations under the present Contract.

ARTICLE VIII

FORCE MAJEURE

- 8.1 Neither party to the present Contract shall be responsible for any delay or failure to perform the obligations under the Contract if the delay or failure is attributable to force majeure.
- 8.2 In the event of force majeure which delays performance of the whole or any part of the present Contract for more than sixty (60) days, either party shall have the right, by notice in writing to the other party, to terminate the Contract.
- 8.3 For purposes of this Article, an event of force majeure shall mean an unforeseen and unavoidable event beyond the reasonable control and contemplation of the party invoking the existence of such event, and which impacts directly on the discharge of the obligation under the Contract.

ARTICLE IX
TERMINATION OF CONTRACT

- 9.1 The Ministry of Local Government and Disaster Risk Management may, upon giving not less than seven (7) days' notice in writing to the Service Provider, terminate the present Contract for cause if the Service Provider has failed to perform the Services or to comply with his/her other obligations under the Contract.
- 9.2 The Ministry of Local Government and Disaster Risk Management may, at its option, terminate this Contract when it is in the interest of or for the convenience of the Ministry of Local Government and Disaster Risk Management to do so, provided that the Service Provider shall in that event be given a notice of not less than fifteen (15) days of such termination.
- 9.3 The Service Provider may terminate the present Contract if the Ministry of Local Government and Disaster Risk Management has, within a period of forty five (45) days after the due date, failed to pay any amount due to him/her in respect of which no dispute has arisen.
- 9.4 The parties hereto may by mutual agreement terminate this Contract.
- 9.5 If the present Contract is terminated under this Article, the Ministry of Local Government and Disaster Risk Management shall be liable only for payment, in accordance with the payment provisions of the Contract, for the Services actually rendered prior to the effective date of termination, together with such other amounts incidental to the termination as may be reasonable in the circumstances.

ARTICLE X
DISPUTE SETTLEMENT

- 10.1 Any dispute arising out of or in connection with the present Contract shall, unless it is amicably settled, be decided upon by the Senior Chief Executive Ministry of Local Government and Disaster Risk Management who shall transmit his decision in writing to both parties.
- 10.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, may be submitted by either Party for arbitration under the applicable law.

ARTICLE XI
MODIFICATION OR AMENDMENT

- 11.1 Except by mutual agreement in writing between the parties, no change, modification or amendment shall be made to the present Contract.

- 11.2 Notwithstanding the preceding paragraph, the Public body may at any time order or require changes in the scope of the Services. If such changes add to or reduce the cost of the Services, the Contract Amount shall be adjusted accordingly.

ARTICLE XII
EFFECTIVE DATE

- 12.1 The present Contract shall enter into force on the date of its signature by both parties.
- 12.2 Unless terminated under Article VIII or IX above, the present Contract shall expire upon completion of the Services and the discharge of all obligations arising out of or under the Contract.

ARTICLE XIII
CHANNEL OF COMMUNICATIONS AND NOTICES

- 13.1 For the purposes of the present Contract, the authorized representative of the Ministry of Local Government and Disaster Risk Management shall be the Accounting Officer or such other officer as he may designate for this purpose.
- 13.2 Any communication, notification, submission, notice, demand or request under the present Contract shall be deemed to have been duly transmitted if it shall have been delivered by hand, mail, or facsimile by either party to the other at the appropriate address indicated below, or at such other address as that other party may have indicated:

For the Ministry of Local Government and Disaster Risk Management

Mail Address :.....

For the Service Provider

Mail Address :.....

Telephone :.....

E-mail :.....

ARTICLE XIV
GOVERNING LAW

- 14.1 This Contract shall be governed by, and construed in all respects in accordance with, the Laws of Mauritius.

IN WITNESS WHEREOF the parties hereto have caused the present Contract to be signed in their respective names in two original counterparts in English/French on the date first above written.

**FOR THE MINISTRY OF
LOCAL GOVERNMENT AND
DISASTER RISK MANAGEMENT**

FOR THE SERVICE PROVIDER

.....

Annexure 1- Terms of Reference

Annexure 2- Contract Amount and method of payment