Invitation for proposals through Open Advertised Bidding

Issued on: 23 August 2024

for

Selection of Consultant for

**Assessing the current HRDC Levy Grant Incentive Schemes &
Proposing enhanced Incentive Schemes aligned with socio-economic development of the Republic of Mauritius**

Procurement Reference No: HRDC/IFB/2024/189
Project: Review of Levy Grant Schemes
Client: The Human Resource Development Council (HRDC)

Standard Bidding Document

SUMMARY

PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1: Request for Proposals (RFP) Letter

This Section is a template of an Invitation letter for a Request for Proposals from the Client addressed to shortlisted consulting firms following an Expression of Interest where applicable, or to consulting firms where the Client is having recourse to Open Advertised Bidding. The RFP letter includes a list of all shortlisted firms where applicable to whom similar letters of invitation are sent, and a reference to the selection method and applicable Procurement Regulations or policies that govern the selection and award process.

Section 2: Instructions to Consultants and Data Sheet

This Section consists of two parts: "Instructions to Consultants" and "Data Sheet". "Instructions to Consultants" contains provisions that are to be used without modifications except for customization depending on whether the RFPs are invited following shortlisting or an Open Advertised Bidding process. "Data Sheet" contains information specific to each selection and corresponds to the clauses in "Instructions to Consultants" that call for selection-specific information to be added. This Section provides information to help consultants to prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract. Information in the Data Sheet indicates whether a Full Technical Proposal (FTP) or a Simplified Technical Proposal (STP) shall be used.

Section 3: Technical Proposal – Standard Forms

This Section includes the forms for FTP and STP that are to be completed by the consultants and submitted online in accordance with the requirements of Section 2.

Section 4: Financial Proposal – Standard Forms

This Section includes the financial forms that are to be completed by the shortlisted consultants/consultants, including the consultant's costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 2.

Section 5: Terms of Reference (TORs)

This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts; and lists the expected deliverables. This Section shall not be used to over-write provisions in Section 2.

PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 6: Standard Forms of Contract

This Section
includes one types of standard contract forms for Lump-Sum Contract for large or complex assignments. It includes General Conditions of Contract ("GCC") that shall not be modified, and Special Conditions of Contract ("SCC"). The SCC include clauses specific to each contract to supplement the General Conditions.

This Section also contains a **Sample Contract For Consulting Services Small Assignment Lump Sum Payments** to be chosen in lieu of the GCC and SCC. The simplified contract may be used for contract amount under Rs 5m **and** where the public body deems it adequate. In case the Sample Contract for Consulting Services Small Assignment is selected, the Client should delete the GCC and SCC.

Procurement Notice

Invitation for Bids (IFB)
(Authorised under Section 16 of the Public Procurement Act 2006)
Press Notice
Procurement Ref. No: HRDC/IFB/2024/189

1. The Human Resource Development Council (HRDC) is inviting Request for Proposals (RFP) online through the Government e-Procurement System and is inviting potential Consultancy firms incorporated in Mauritius and abroad to submit their proposals for **Assessing the Current Levy Grant Incentive Schemes & Proposing a Structure for Enhanced Incentive Schemes Aligned with Socio-Economic Development in the Republic of Mauritius.**

2. Request for Proposal Documents may be downloaded from the eProcurement System https://eproc.publicprocurement.govmu.org. Reference Number on the system: **HRDC/IFB/2024/189**

3. **Proposals** must be submitted online on the eProcurement System at latest by **Monday 14 October 2024 up to 16hrs00 (Local Time)/12hrs00 (GMT)**

4. Consultants who have submitted proposals online by the closing date and time shall decrypt and re-encrypt their proposals as from **Monday 14 October 2024 from 16hrs01 (Local Time)/12hrs01 (GMT) till Wednesday 16 October 2024 up to 14hrs00 (Local Time)/10hrs00 (GMT).**

5. Proposals received will be opened online; Consultants' representatives in Mauritius who choose to attend the opening shall be present the address given hereunder on **Wednesday 16 October 2024 up to 16hrs00 (Local Time)/12hrs00 (GMT).**

The Conference Room, HRDC, 5th Floor, NG Tower, Ebene

6. The HRDC reserves the right to accept or reject any proposal and to annul the bidding process and reject all proposals at any time prior to award of the Contract, without thereby incurring any liability to any Bidder.

7. Potential Bidders are required to register with the **Procurement Policy Office (PPO)** to bid for the exercise. The contact details are as follows:

Website: https://eproc.publicprocurement.govmu.org/
Contact Number: (230) 260 - 5580
Email Address: eprocdesk@govmu.org

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PART I

Section 1 . Request for Proposal Letter
Consulting Services

Name of Assignment: Assessing the Current Levy Grant Incentive Schemes & Proposing a Structure for Enhanced Incentive Schemes Aligned with Socio-Economic Development in the Republic of Mauritius

RFP Reference No.: HRDC/IFB/2024/189
Country: Republic of Mauritius
Date: 09 August 2024

Dear Sir/Madam,

1. The HRDC invites proposals to provide the following consulting services (hereinafter called "Services"): Assessing the Current Levy Grant Incentive Schemes & Proposing a Structure for Enhanced Incentive Schemes Aligned with Socio-Economic Development in the Republic of Mauritius. More details on the Services are provided in the Terms of Reference (Section 5).

2. A firm will be selected under Quality & Cost procedures and in a Full Technical Proposal (FTP) format as described in this RFP.

The RFP includes the following documents:

Section 1 – Request for Proposals Letter

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal (FTP) - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Forms of Contract (Lump-Sum)

3.

(a) In accordance with Construction Industry Development Act 2008, Consultants, whether local or foreign under an existing or intended joint venture operating in the construction sector have the statutory obligation to be registered with the Construction Industry Development Board (CIDB), as appropriate, prior to bidding for the project. (b) Consultants are strongly advised to consult the website of the CIDB cidb.govmu.org for further details concerning registration of consultants.

4. Details on the proposal's submission date, time and address are provided in ITC 19.1

Yours sincerely,

Dr. R. AUCKLOO
Director

Section 2. Instructions to Consultants and Data Sheet

Instructions to Consultants

A. General Provisions

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 Consultant.

(b) "Applicable Law" means the laws and any other instruments having the force of law in the Republic of Mauritius.

(c) "Client" means the public body that signs the Contract for the Services with the selected Consultant.

(d) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.

(e) "Contract" means a legally binding written agreement signed between the Client and the Consultant. It includes either the Sample Contract or a GCC and SCC, and all the attached documents listed in its Clause 1. and the Appendices).

(f) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.

(g) "Day" means a calendar day

(h) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

(i) "Government" means the Republic of Mauritius.

(j) "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;

(k) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its

members, of more than one Consultant 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.

(l) "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 is taken into account in the technical evaluation of the Consultant's proposal.

(m) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.

(n) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.

(o) "PPO" means the Procurement Policy Office of Mauritius

(p) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.

(q) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SBD - RFP.

(r) "SBD - RFP" means the Standard Bidding Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.

(s) "Services" means the work to be performed by the Consultant pursuant to the Contract.

(t) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.

(u) "Terms of Reference (TORs)" (this Section 5 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 Consultant, and expected results and deliverables of the assignment.

Introduction

The Client named in the **Data Sheet** intends to select a Consultant, in accordance with the method of selection specified in the **Data Sheet**.

The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

The Consultants should familiarize themselves 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 Consultants' expense. Consultants should contact the Client's representative named in the **Data Sheet** using the feature of request for clarification online to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

Conflict of Interest

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

The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to

disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Procurement Policy Office.

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

a. Conflicting Activities

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting Assignments

(ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

c. Conflicting Relationships

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client, or of implementing agency who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

Unfair Competitive Advantage

Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

Fraud and Corruption

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

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

(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party[2];

(ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation[3];

(iii) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party[4];

(iv) "coercive practices" is impairing or harming, or threatening to impair or harm, directly or

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

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

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

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

indirectly, any party or the property of the party to influence improperly the actions of a party[5];

(v) "obstructive practice" is

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

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

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

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

In further pursuance of this policy, Consultants shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Client to

[5] "Party" refers to a participant in the selection process or contract execution.

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

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.

Consultants and public officials shall be also aware of the provisions stated in sections 51 and 52 of the Public Procurement Act which can be consulted on the website of the Procurement Policy Office (PPO): *ppo.govmu.org.*

Consultants shall furnish information on commission and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the contract, as required in the Financial Proposal submission form (Section 4).

The Clients commits itself to take all measures necessary to prevent fraud and corruption and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the proposal for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to. If the Clients obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of Mauritius or if there be a substantive suspicion in this regard, he will inform the relevant authority(ies) and in addition can initiate disciplinary actions. Furthermore, such proposal shall be rejected.

Eligibility

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

(b**)** Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements in this selection process.

(a) In accordance with Construction Industry Development Act 2008, Consultants, whether local or foreign under an existing or intended joint venture operating in the construction sector have the statutory obligation to be

registered with the Construction Industry Development Board (CIDB), as appropriate, prior to bidding for the project.

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

The Client permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to participate in this selection process **unless otherwise stated in the Data Sheet.**

As an exception to the foregoing ITC 6.1 and ITC 6.3 above:

a. Sanctions

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

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

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

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

b. Prohibitions

Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in ITC 6.1 and if the Republic of Mauritius:

(a) as a matter of law or official regulations, prohibits commercial relations with that country, or

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

c. Restrictions for State-Owned Enterprises

State-owned enterprises or institutions in the 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 supervision of the Client.

d. 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 Consultant'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

General Considerations

In preparing the Proposal, the Consultant 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.

Cost of Preparation of Proposal

The Consultant 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 Consultant.

Language

The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client shall be written in English.

Documents Comprising the Proposal

The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).

The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

Only One Proposal

The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

Proposal Validity

The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and the Consultant may be subject to sanctions in accordance with ITC 5.

a. Extension of Validity Period

The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request through e-mail, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key

Experts, except as provided in ITC 12.7.

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

b. Substitution of Key Experts at Validity Extension

If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.

c. Sub-Contracting

The Consultant shall not subcontract the whole of the Services.

Clarification and Amendment of RFP

The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline, using the online clarifications feature available in the e-Procurement System. The Client will endeavor to respond online to any request for clarification no later than 7 days prior to the dead line for submission of bids (bid preparation and hash submission), provided that such request is received no later than fourteen (14) days prior to the deadline for submission of bids The e-Procurement System shall alert all those who have downloaded the Bidding Documents in case of Invitation for Proposals through open advertised bidding or the shortlisted consultants where the RFP follows a shortlisting of consultants, of any clarification issued by the Client.Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment online.

Any amendment issued shall be part of the Request for Proposal Documents. All those who have

downloaded the bidding documents or been shortlisted shall be alerted by the e-Procurement System.

Consultants shall acknowledge receipt of all amendments online. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

Preparation of Proposals Specific Considerations

While preparing the Proposal, the Consultant must give particular attention to the following:

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

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

The Client encourages association with qualified national firms.

The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance

with the procedure in the **Data Sheet**.

For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

Technical Proposal Format and Content

The Technical Proposal shall be prepared using the templates referred to in Section 3 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.

15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the specific template referred to in Section 3 of the RFP.

Financial Proposal

(a) The Financial Proposal shall be prepared using the template referred to in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

(b) The Bid Prices quoted in the Financial Forms shall be without VAT on the remunerations.

a. Price Adjustment

For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

b. Taxes

The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract as stated in the **Data Sheet**. Information on taxes in the Client's country is available from the Mauritius Revenue Authority at the contact details provided in the Data Sheet.

c. Currency of Proposal The Consultant may express the price for its Services in the currency or currencies 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.

d. Currency of Payment Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit online a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information.

17.2 The online submission shall be digitally signed by an authorized representative of the Consultant. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal or as otherwise specified in the **Data Sheet**.

17.2.1 A Proposal submitted by a Joint Venture shall be signed online by an authorized representative who has a written power of attorney signed by each member's authorized representative. The authorization document should also accompany the Technical Submission online.

17.3 Bidders shall follow the Guidelines provided for online submission.

17.4 No proposal submitted physically shall be accepted, except for and if so specified in the **Data Sheet**, items such as bulky documents and drawings which are not available in soft copies or may not be scanned for submission online.

17.5 (a) Any bulky document where so allowed by the Client to be submitted manually as per ITC 17.4 shall not contain any price as all prices are to be submitted

online using the appropriate templates. Envelope or parcels containing these envelopes shall bear the name and address of the Consultant, and bear a warning not to be opened before the set date and time for the online bid closing.

(b) This parcel must be sent to the address indicated and received by the Client no later than the deadline specified in the **Data Sheet sub-clause ITC 19.1**, or any extension to this deadline. Any parcel received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.

18.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the disqualification by the Procurement Policy Office of Mauritius.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it shall do so only in writing.

Deadline for submission of Proposals

19.1 Submission of Proposals (Bid preparation and hash submission) must be executed online before the end date and time specified for Bid preparation and hash submission in the **Data Sheet** or any extension to this date in accordance with ITC 13. Bulky documents where so allowed should reach the Client at latest by the same date and time at the address indicated in the **Data Sheet.**

Modifications, Substitutions, and Withdrawal

Since the e-Procurement System allows modifications/substitutions of proposal Data and attachments by the Consultants up to the last date and time of bid preparation and hash submission, Consultants are allowed to rework on their proposals as many times as required. However, after the deadline set for the bid preparation and hash submission, the Time-lock feature of the e-Procurement system will not allow Consultants to modify/substitute their proposal data and attachments in any way.

For further guidance on withdrawal, substitution and modification, Bidders are requested to refer to the Guidelines for Suppliers.

A Consultant may withdraw, substitute or modify its proposal any time prior to the deadline set for bid preparation and hash submission (bid submission).

Decryption and Re-encryption of proposals

18.4 After the closing time for submission of proposals, Consultants shall decrypt and re-encrypt their proposals within the time schedule provided in the Data Sheet to enable opening of their proposals. The time lock feature in the system will not allow consultants to decrypt and encrypt their bids outside the specified time frame.

21.2 Where the Consultant does not execute the decryption and re-encryption of its proposal within the time frame provided in the Key Activity Schedule, the proposal shall not be accessible for opening. In such cases the proposal shall be deemed to have been withdrawn by the Consultant.

Opening of Technical Proposals

18.5 The Client's Bid Opening Committee shall conduct the opening of the Technical Proposals online in the presence of the Consultants' authorized representatives who choose to attend. The opening date, time and the address are stated in the Data Sheet. The Financial Proposal shall remain secured in the e-Procurement System until they are opened in accordance with ITC 25.

22.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; and (ii) any

other information deemed appropriate or as indicated in the **Data Sheet**.

Proposals Evaluation

Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

Evaluation of Technical Proposals

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

Financial Proposals for QBS

Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee.

Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)

After the technical evaluation is completed, the Client shall through the e-procurement system notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:

(i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;

(ii) provide information relating to the Consultant's overall technical score; and

The Client shall simultaneously notify through the e-Procurement System those Consultants whose Proposals

were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:

(i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;

(ii) provide information relating to the Consultant's overall technical score.

(iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and

(iv) notify them of the date and time and location of the public opening of the Financial Proposals.

The date for opening of the financial proposal may be set immediately after the notification of the results of the technical evaluation, described in ITC 26.1 and 26.2.

The Consultant's attendance at the opening of the Financial Proposals (in person) is optional and is at the Consultant's choice.

The Financial Proposals shall be opened online by the client's Bid Opening Committee in the presence of the representatives of the Consultants who chose to attend. At the opening, the names of the Consultants, and the overall technical scores shall be published by the e procurement system. Copies of the bid opening report shall be sent through the system, to all Consultants who submitted Proposals.

Correction of Errors Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication

of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump-Sum Contracts If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, inclusive of taxes except for VAT on the remunerations understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.

Taxes The Client's evaluation of the Consultant's Financial Proposal shall include taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

Conversion to Single Currency For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

Combined Quality and Cost Evaluation

a. Quality and Cost-Based Selection (QCBS) In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.

b. Fixed-Budget Selection (FBS) In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** shall be rejected.

The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked

Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

c. Least-Cost Selection

In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a Consultant to negotiate the Contract.

D. Negotiations and Award

Negotiations

The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availability of Key Experts

The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical Negotiations

The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of

the initial evaluation be affected.

c. Financial Negotiations

The negotiations include the clarification of the Consultant's tax liability in Mauritius and how it should be reflected in the Contract.

If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated. In the event that there is only one responsive bidder whose evaluated fee substantially exceeds the estimated cost and a re-bid exercise is not considered practical, such fee may be exceptionally negotiated.

In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

Conclusion of Negotiations

The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

Challenge and Review

(a) The Contract shall be awarded not earlier than the expiry of the stand still period of 7 days for contract above the prescribed threshold of RS 15million excluding VAT.

(b) For contract not exceeding the prescribed threshold, the Client shall issue the Letter of Acceptance.

Notice of Intention to Award

When a standstill period applies, it shall commence when the Client has transmitted to each Consultant whose financial

proposal was opened, the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:

(a) the name and address of the Consultant with whom the client successfully negotiated a contract;

(b) the contract price of the successful Proposal;

(c) the names of all Consultants indicating those that submitted Proposals;

(d) the final combined scores and the final ranking of the Consultants; and

(e) the expiry date of the standstill period of seven days.

Award of Contract

In the absence of a challenge by any other Consultant within the 7 days of notice under ITC 30.1 (a) the Contract shall be awarded to the selected Consultant.

Within seven days from the issue of Letter of Award, the Client shall publish on the Public Procurement Portal *(publicprocurement.govmu.org)* and the Client's website, the results of the RFP process identifying the:

(i) name of the successful Consultant, and the price it offered, as well as the duration and summary scope of the assignment; and

(ii) an executive summary of the RFP Evaluation Report, for contracts above the prescribed threshold referred to in section ITC 30.1 (a).

After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.

The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**..

Debriefing by the Client

The Client shall promptly attend to all requests for debriefing for the contract made in writing, and within 30 days from the date of the publication of the award or date the unsuccessful consultants are informed about the award, whichever is the case, by following regulation 9 of the public procurement Regulations 2008 as amended.

Section 2. Instructions to Consultants

E. Data Sheet

ITC Reference	A. General
2.1	**Name of the Client:** Human Resource Development Council (HRDC) **Method of selection**: QCBS
2.2	**Financial Proposal to be submitted together with Technical Proposal in separate envelope**: Yes **The name of the assignment is**: ***Assessing the Current Levy Grant Incentive Schemes & Proposing a Structure for Enhanced Incentive Schemes Aligned with Socio-Economic Development in the Republic of Mauritius.***
2.3	**A pre-proposal conference will be held**: **NO** The Client's representatives are: Dr. R. AUCKLOO, Director Address: 4th Floor, NG Tower, Cybercity, Ebene Telephone: 454 4009 Facsimile: 464 6260 E-mail: rauckloo@hrdc.intnet.mu Mr. P.S. MATTAN, Deputy Director Address: 4th Floor, NG Tower, Cybercity, Ebene Telephone: 454 4009 Facsimile: 464 6260 E-mail: pmattan@hrdc.intnet.mu Mr. S. JEEWAJEE, Manager Finance Address: 4th Floor, NG Tower, Cybercity, Ebene Telephone: 454 4009 Facsimile: 464 6260 E-mail: h.neeliah@hrdc.intnet.mu

2.4	**The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals**: ▪ Information of the current system/schemes; ▪ Office Space & Logistics; ▪ Internet Access on HRDC premises; ▪ Stationery Items; ▪ Other facilities/documents related to the assignment; ▪ Secretariat facilities (in Mauritius visits) venues for organisation of focus groups, Inland transport in Mauritius to attend meetings
6.2	**The Client shall not consider proposals from a Consultants who do not satisfy the registration requirements as spelt out in this clause.**
6.3	**The Client shall not consider proposals from debarred Consulting firms and individuals, including joint ventures and their individual members.** **A list of debarred firms and individuals is available at the Bank's external website***:* www.worldbank.org/debarr Participation is not limited to citizens of Mauritius or entities incorporated in Mauritius
B. Preparation of Proposals	
10.1	**The Proposal shall be submitted online and should comprise the following**: **For FULL TECHNICAL PROPOSAL (FTP):** (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 AND **Envelope with the Financial Proposal:** (1) FIN-1

	(2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Statement of Undertaking (if required under Data Sheet 10.2 below)
10.2	**Statement of Undertaking is required.**
11.1	**Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible** No
12.1	**Proposals must remain valid for <u>120 days</u>** after the proposal submission deadline.
13.1	**Clarifications may be requested no later than SEVEN (7) days prior to the submission deadline.** The contact information for requesting clarifications are: **As listed at 2.3 above.**
14.1.2 (do not use for Fixed Budget method)	**Estimated input of Key Experts' time-input: <u>EIGHTY (80) PERSON DAYS</u>** **Estimated total cost of the assignment: N/A**
14.1.3 for time-based contracts only	**The Consultant's Proposal must include <u>the minimum</u> Key Experts' time-input of <u>EIGHTY (80) PERSON DAYS</u>.** **For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:** **The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required**

	minimum of time-input will not be adjusted.
14.1.4 and 30.2 use for Fixed Budget method	*NOT APPLICABLE*
15.1	The Technical Proposal shall also comprise the documents listed hereunder: *NOT APPLICABLE*
15.2	The format of the Technical Proposal to be submitted is: FTP Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.1	**The Consultant shall include the items mentioned hereunder in its Lump sum price.** (a) Costs of Air – Tickets to and from Mauritius for visits; (b) Costs of Accommodations in Mauritius; (c) Taxes to be paid to local authorities; Costs of all logistics and tools not listed at 2.4 above
16.2	**A price adjustment provision applies to remuneration rates:** No
16.3	**(a) No tax exemption is applicable to Consultants.** Consultants are hereby informed that the Client may deduct the taxes payable at source, and retain or effect payment for VAT where applicable on behalf of the Consultant directly to the Mauritius Revenue Authority. Consultants other, than Mauritian nationalities, are therefore advised to contact the MRA for further details prior to submitting their proposals. The contact details for taxes payable are: Mauritius Revenue Authority Ehram Court, Cnr Mgr. Gonin & Sir Virgil Naz Streets, Port Louis, Mauritius

	Tel: +230 207 6000 ●Fax: +230 207 6053 Email:largetaxpayer@mra.mu ●Website: http://mra.mu (b) As an exception to the above, the Client shall reimburse the Consultant, the Sub-consultants and the Experts any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of: **(i) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;** **(ii) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;** • **the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and** • **if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.**
16.4	**The Financial Proposal shall be stated in the following currencies:** Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies. **The Financial Proposal should state local costs in the Client's country currency (local currency):** No
C. Submission, Opening and Evaluation	
17.2	*(a) in case the consultancy contract is estimated for an amount less than Rs.20M*

	(a) No written evidence is required. *(b)This authorization shall consist of written confirmation and shall be attached to the bid. It may include a delegation of power by resolution of the Board of a company or from the CEO, himself holding power from the Board or from a Director being a shareholder of a company or through a Power of Attorney.* *The name and position held by each person signing the authorization must be typed or printed below the signature*. ***Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose.***
17.4	Consultants *shall* submit their proposals online electronically.
19.1	Consultants shall complete their bid preparation and hash submission on line before the start Date and Time for Bid closing, **Bid Closing:** Start Date and Time (Mauritian): **Monday 14 October 2024 at 14hrs01** End Date and Time (Mauritian): **Monday 14 October 2024 at 16hrs00**
21.1	**Bid Data decryption and re-encryption** Bidders shall decrypt and re-encrypt their bids (as explained in the Guideline) within the time frame indicated hereunder: Start Date and Time (Mauritian): **Monday 14 October 2024 at 16hrs01** End Date and Time (Mauritian): **Wednesday 16 October 2024 at 14hrs00**
22.1	**The opening of Technical shall take place at:** **Bid Opening** **Online Bid Opening shall be held within the time frame in the Key Activity schedule on the e-Procurement system.** Start Date and Time (Mauritian): **Wednesday 16 October 2024 as from 14hrs01**

	End Date and Time (Mauritian): **Wednesday 16 October 2024 at 16hrs00**
24.1 (for FTP)	**Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:** Points (i) **Adequacy of the Proposed Methodology & Work Plan (30 Marks)** a) Technical Approach & Methodology **10** b) Work Plan **10** c) Organisation & Staffing **5** d) Experienced IT Expert for system's analysis & BPR **5** (ii) **Qualifications, Expertise & Experience of Consultant (70 Marks)** a) A Master's Degree in the relevant field(s) related to the technical consultancy/assistance; **10** b) A minimum of 10 years professional working experience in training, skills development and human resource development policy and practices, or in any relevant field(s) related to the technical consultancy/assistance; **10** c) Professional Knowledge & Expertise: A good understanding of the importance of skills and skills development and international experience and proven experience and track record of reviewing training incentives in different country settings; Experience in developing skills development funding mechanisms in multiple country contexts; Working knowledge and understanding of socio-economic environment related to the financing of training; Demonstrate in-depth understanding of skills development systems, labour market structure, funding training models prevalent in other countries bearing in mind the context and realities of the skills development system; Solid analytical skills and ability to identify key issues and important trends related to skills development and to draw practical policy implications; **20** d) A proven track record in conducting similar exercises under different country settings. **The consultant should have carried out a minimum of two similar assignments internationally.** **20** e) Experience in working with multi-dimensional stakeholders; **3** f) Excellent command of English, including drafting of reports and dissemination

	skills; and **2** g) A good command of ICT (office packages, database management, statistical analysis tools) and in using lates technologies for process improvement. **5** **Total points: 100** The minimum technical score St required to pass is: **Eighty (80) Points**
	Public Opening of Financial Proposals
28.1	For the purpose of the evaluation, the Client will include (a) all local identifiable indirect taxes such as import duties and similar taxes levied on the contract's invoices except for the VAT; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.
29.1	**The single currency for the conversion of all prices expressed in various currencies into a single one is**: US DOLLAR (USD) **The official source of the selling (exchange) rate is**: **The Bank of Mauritius (BoM)** **The date of the exchange rate is: Friday 04 October 2024**
30.1 **(QCBS only)**	**The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.** **The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:** Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration. St = 100 x T/ Tm, in which "St is the technical score, "Tm" is the highest score, and "T" is the score of the technical under consideration. **The weights given to the Technical (T) and Financial (P) Proposals are**: **T** = 0.8, and **P** = 0.2 Proposals are ranked according to their combined technical (St) and financial

	(Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.
	D. Negotiations and Award
31.1	**Expected date and address for contract negotiations:** **Date**: Monday 04 November 2024 **Address:** HRDC, Conference Room, 5th Floor, NG Tower, Cybercity, Ebene, Mauritius
35.2	**The publication of the contract award information will be done as follows:** **On the HRDC Website (www.hrdc.mu) & the E – Procurement Portal**
35.4	**Expected date for the commencement of the Services:** **Date**: Monday 11 November 2024 at the HRDC premises

Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

Consultants are advised that the e-Procurement System provides templates for online submission of their proposals for TECH – 1 to TECH – 7. Data in respect of TECH 1 has to be filled in directly in the grid templates provided in the e-Procurement system (e-PS). For the other forms, they shall prepare their submissions as per the format contained hereunder and upload them in the system through templates provided specifically for each of the form.

Checklist of Required Forms

Required for FTP or STP ✓		**FORM**	**DESCRIPTION**	***Page Limit***
FTP	**STP**			
✓	✓	TECH-1	Technical Proposal Submission Form.	
✓ If applicable		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
✓ If applicable		Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
✓		TECH-2	Consultant's Organization and Experience.	
✓		TECH-2A	A. Consultant's Organization	
✓		TECH-2B	B. Consultant's Experience	
✓		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
✓		TECH-3A	A. On the Terms of Reference	
✓		TECH-3B	B. On the Counterpart Staff and Facilities	
✓	✓	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
✓	✓	TECH-5	Work Schedule and Planning for Deliverables	
✓	✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

Form TECH-1 : ***Technical Proposal Submission Form***

CONSULTANTS HAVE TO FILL IN THEIR DATA IN RESPECT OF TECH – 1 DIRECTLY ONLINE IN THE TEMPLATE PROVIDED IN THE SYSTEM.

Form TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY) – CONSULTANT'S ORGANIZATION AND EXPERIENCE

CONSULTANTS SHALL PREPARE THEIR SUBMISSION AS PER GUIDANCE HEREUNDER IN SOFT COPY AND UPLOAD THEM IN THE TEMPLATE TECH – 2 PROVIDED IN THE SYSTEM.

A brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant's Experience

1. List only previous <u>similar</u> assignments successfully completed in the last 10 years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US$ equivalent)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., "Improvement quality of.....": designed master plan for rationalization of .....; }	{e.g., Ministry of ....., country}	{e.g., US$1 mill/US$0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., "Support to sub-national government....." : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., US$0.2 mil/US$0.2 mil}	{e.g., sole Consultant}

Form TECH-3 **(FOR FULL TECHNICAL PROPOSAL)**

CONSULTANTS SHALL PREPARE THEIR SUBMISSION AS PER GUIDANCE HEREUNDER IN SOFT COPY AND UPLOAD THEM IN THE TEMPLATE TECH – 3 PROVIDED IN THE SYSTEM

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

Comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

Form TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY) DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

CONSULTANTS SHALL PREPARE THEIR SUBMISSION AS PER GUIDANCE HEREUNDER IN SOFT COPY AND UPLOAD THEM IN THE TEMPLATE TECH – 4 PROVIDED IN THE SYSTEM

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

a) Technical Approach and Methodology
b) Work Plan
c) Organization and Staffing}

a) ***Technical Approach and Methodology.*** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks [**Note to client: add the following for supervision of civil works contracts:** including the Environmental, Social, Health and Safety (ESHS) aspects] to deliver the expected output(s), and the degree of detail of such output. **Please do not repeat/copy the TORs in here.**}

b) ***Work Plan.*** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) ***Organization and Staffing.*** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

Form TECH-4 (FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY) DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

CONSULTANTS SHALL PREPARE THEIR SUBMISSION AS PER GUIDANCE HEREUNDER IN SOFT COPY AND UPLOAD THEM IN THE TEMPLATE TECH – 4 PROVIDED IN THE SYSTEM

Form TECH-4: a description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal}

a) ***Technical Approach, Methodology, and Organization of the Consultant's team***. {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. **Please do not repeat/copy the TORs in here**.}

b) ***Work Plan and Staffing***. {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative 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 and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) ***Comments (on the TOR and on counterpart staff and facilities)***

{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

Form TECH-5 (FOR FTP AND STP)

CONSULTANTS SHALL PREPARE THEIR SUBMISSION AS PER GUIDANCE HEREUNDER IN SOFT COPY AND UPLOAD THEM IN THE TEMPLATE TECH – 5 PROVIDED IN THE SYSTEM

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables [1] (D-..)	Months											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5) delivery of final report to Client}												
D-2	{e.g., Deliverable #2:.....}												

1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

Form TECH-6 (FOR FTP AND STP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

CONSULTANTS SHALL PREPARE THEIR SUBMISSION AS PER GUIDANCE HEREUNDER IN SOFT COPY AND UPLOAD THEM IN THE TEMPLATE TECH – 6 PROVIDED IN THE SYSTEM

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)		
		Position		**D-1**	**D-2**	**D-3**	**……..**	**D-…**				**Home**	**Field**	**Total**
KEY EXPERTS														
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[*Home*]	[2 month]	[1.0]	[1.0]								
			[*Field*]	[0.5 m]	[2.5]	[0]								
K-2														
K-3														
n														
								Subtotal						
NON-KEY EXPERTS														
N-1			[*Home*]											
			[*Field*]											
N-2														
n														
								Subtotal						

	Total			

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.

Full time input
Part time input

Table B: CURRICULUM VITAE

CONSULTANTS SHALL PREPARE THEIR SUBMISSION AS PER GUIDANCE HEREUNDER IN SOFT COPY AND UPLOAD THEM IN THE TEMPLATE TECH – 6 PROVIDED IN THE SYSTEM FOR THE CV OF EACH KEY EXPERT.

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

_____

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	**Employing organization and your title/position. Contact information for references**	**Country**	**Summary of activities performed relevant to the Assignment**
[e.g., May 2005-present]	[e.g., Ministry of ……, advisor/consultant to… For references: Tel……/e-mail……; Mr. Hbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

_____

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	**Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks**
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

Expert's contact information: (e-mail ……., phone……)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

{day/month/year}

Name of Expert | Signature | Date

{day/month/year}

Name of authorized Representative of the Consultant (the same who signs the Proposal) | Signature | Date

Section 4. Financial Proposal - Standard Forms

CONSULTANTS ARE ADVISED THAT THE E-PROCUREMENT SYSTEM PROVIDES TEMPLATES FOR ONLINE SUBMISSION OF THEIR PROPOSALS FOR FIN – 1 TO FIN – 4. DATA IN RESPECT OF FIN – 1 TO FIN -4 HAVE TO BE FILLED IN DIRECTLY IN THE GRID TEMPLATES PROVIDED IN THE SYSTEM.

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration, including Appendix A "Financial Negotiations - Breakdown of Remuneration Rates" in the case of QBS method

FIN-4 Reimbursable expenses

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

CONSULTANTS HAVE TO FILL IN THEIR DATA IN RESPECT OF FIN – 1 DIRECTLY ONLINE IN THE TEMPLATE PROVIDED FOR.

FORM FIN-2: SUMMARY OF COSTS

CONSULTANTS HAVE TO FILL IN THEIR DATA IN RESPECT OF FIN – 2 DIRECTLY ONLINE IN THE TEMPLATE PROVIDED FOR.

FORM FIN-2 SUMMARY OF COSTS

When filling data in the templates on the e-Procurement system, Consultants should choose one and the same currency for each Foreign Currency 1, 2 and 3 throughout. Where any of the four currencies has not been used, please insert 0 in the cell for the system to compute the total and to carry forward the costs in FORM FIN-1.

	Currency # 1	**Currency # 2**	**Currency # 3**	**Mauritian Rupees**
Item	**Costs indicate Foreign Currency # 1**	**Costs indicate Foreign Currency # 2**	**Costs indicate Foreign Currency # 3**	**Costs indicate Mauritian Rupees**
Cost of Remuneration (total brought from Form – Fin 3)				
Cost of Reimbursables (total brought from Form – Fin 4)				

Note: Bid Price quoted for consultancy services shall be without VAT on the remunerations as per ITC 16.

FORM FIN – 3: BREAKDOWN OF REMUNERATION

CONSULTANTS HAVE TO FILL IN THEIR DATA IN RESPECT OF FIN – 3 DIRECTLY ONLINE IN THE TEMPLATE PROVIDED FOR

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts.

Consultants will be provided with sufficient rows and forms to fill in the data for each Key expert and non-key expert to fill in the input in months per deliverable, the rate per month per deliverable indicating field/office separately for each resource person. Consultant may opt to use one form for a specific phase of the work separately, where so required.

Price Details	
Total Price in Foreign Currency 1:	
Total Price in Foreign Currency 2:	
Total Price in Foreign Currency 3:	
Total Price in Mauritian Rupees:	

Serial No	Group of Activities (Phase)	Total Price in Foreign Currency 1	Total Price in Foreign Currency 2	Total Price in Foreign Currency 3	Total price in Mauritian Rupees
1		0.00	0.00	0.00	0.00

	Serial No.	Name	Position as in TECH- 6	Work site	Time input in Person/ Month (from TECH-6)	Person-Month Remuneration Rate in Foreign Currency # 1	Amount In Foreign Currency # 1	Person-Month Remuneration Rate in Foreign Currency # 2	Amount In Foreign Currency # 2	Person-Month Remuneration Rate in Foreign Currency # 3	Amount In Foreign Currency # 3	Person-Month Remuneration Rate in Mauritian Rupees	Amount In Mauritian Rupees
	1			Home									
				Field									
	2												

Notes for filling Data online:

1. ***When filling data in the templates on the e-Procurement system Consultants should choose one and the same currency for each Foreign Currency 1, 2 and 3 throughout.***

2. ***The Bid Prices quoted shall be without VAT on remunerations.***

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

1. Review of Remuneration Rates

1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.

1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.

1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.

1.4. Rate details are discussed below:

(i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

(ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

(iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.

(iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave x } 100}{[365 - w - ph - v - s]}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

(v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.

(vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.

(vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

Sample Form

(To be customised with the relevant details and forwarded in soft copy online with the Financial Submission)

Consultant: Country:
Assignment: Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

(a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;

(b) attached are true copies of the latest pay slips of the Experts listed;

(c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;

(d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and

(e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

_____
[Name of Consultant]

_____ _____
Signature of Authorized Representative Date

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges
(Model Form I)

(To be customised with the relevant details and forwarded in soft copy online with the Technical Submission)

(Expressed in {insert name of currency*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges [1]	Overhead [1]	Subtotal	Profit [2]	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour [1]
Home Office									
Client's Country									

{* If more than one currency is used, use additional table(s), one for each currency}

1. Expressed as percentage of 1
2. Expressed as percentage of 4

Form FIN-4 Breakdown of Reimbursable Expenses

CONSULTANTS HAVE TO FILL IN THEIR DATA IN RESPECT OF FIN – 4 DIRECTLY ONLINE IN THE TEMPLATE PROVIDED FOR.

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts.

Consultants will be provided with sufficient rows and forms to fill in the data per reimbursable, and use one form for a specific phase of the assignment separately where so required. The Client may include certain types of reimbursable expenses to obtain the rates applicable for those items. Consultants will insert other cost elements as appropriate to cover all their cost in this respect.

Price Details	
Total Price in Foreign Currency 1:	
Total Price in Foreign Currency 2:	
Total Price in Foreign Currency 3:	
Total Price in Mauritian Rupees:	

Serial No	Group of Activities (Phase)	Total Price in Foreign Currency 1	Total Price in Foreign Currency 2	Total Price in Foreign Currency31	Total price in Mauritian Rupees
1		0.00	0.00	0.00	0.00

	Serial No.	Type of Reimbursable Expenses	Unit	Quantity	Unit Cost in Foreign Currency # 1	Amount In Foreign Currency # 1	Unit Cost in Foreign Currency # 2	Amount In Currency # 2	Unit Cost in Foreign Currency # 3	Amount In Foreign Currency # 3	Unit Cost in Mauritian Rupees	Amount In Mauritian Rupees
	1											
	2											

Notes for filling Data online:

1. ***When filling data in the templates on the e-Procurement system Consultants should choose one and the same currency for each Foreign Currency 1, 2 and 3 throughout.***

2. ***The Bid Prices quoted shall be without VAT on remunerations.***

---

1. Legend*:*
   "Per diem allowance" is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

Section 5. Terms of Reference

1. Implementing Agency

The project will be implemented by the Human Resource Development Council (HRDC) of the Republic of Mauritius, which is a parastatal body operating under the aegis of the Ministry of Labour, Human Resource Development and Training.

2. Financing of the project

The project will be fully financed by the HRDC.

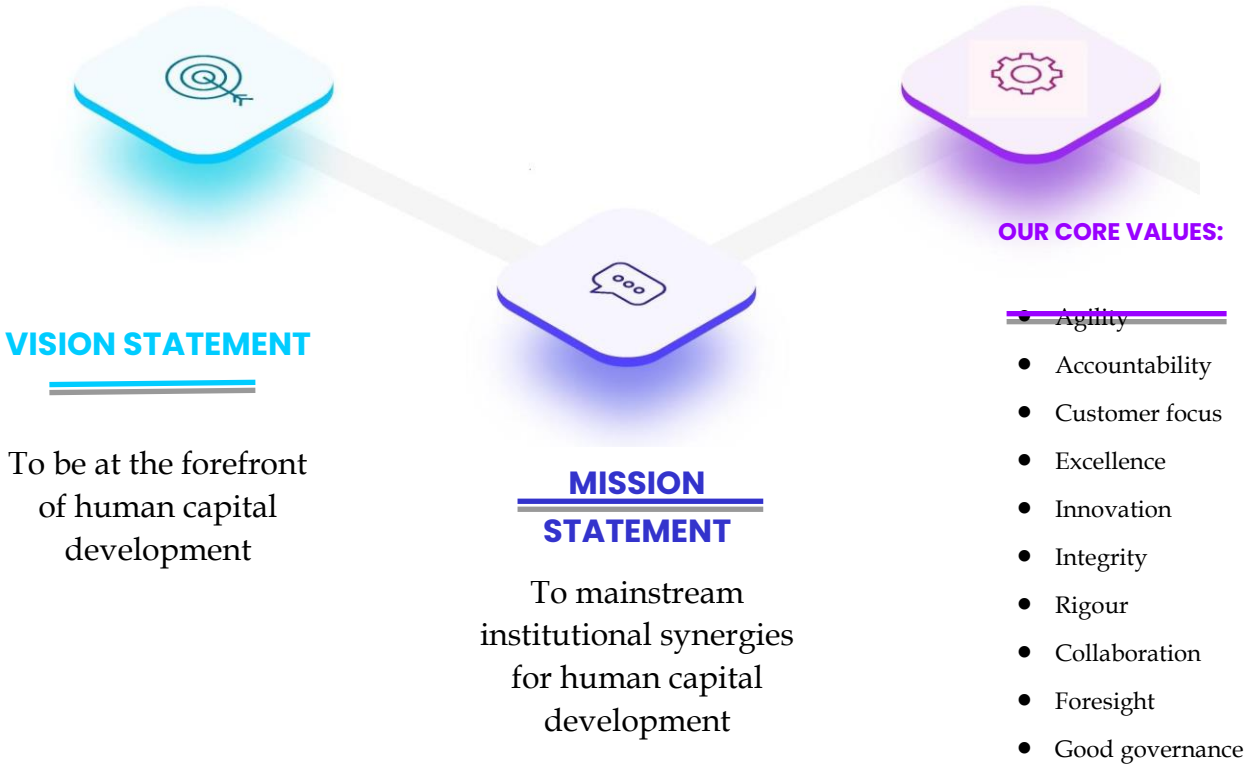
3. Timeframe of Consultancy

An estimated 100 to 120 person days and not exceeding 8 months.
The project will include 2 visits of the resource person (s) to Mauritius (if the resource person (s) is/are international).

4. About HRDC

The Human Resource Development Council (HRDC) was established as a statutory body corporate in 2003 to look after and promote the development of the labour force in the Republic of Mauritius in line with the requirements of a fast-growing economy. The HRDC derives its mandate from the Human Resource Development (HRD) Act.

4.1. Mission, vision and values of HRDC



4.2. Objects of the HRD Council

The objects of the HRD Council, as stipulated in its Act, are to:

(a) promote human resource development in line with **national economic and social objectives**;

(b) **stimulate a culture of training and lifelong learning** at the **individual**, **organisational** and **national levels** for **employability** and **increasing productivity**; and

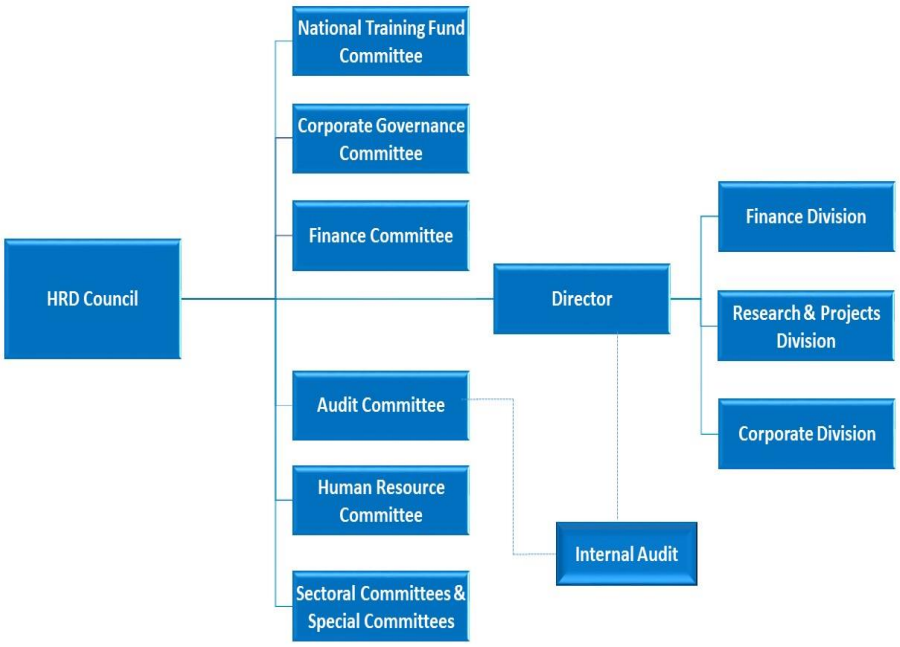
(c) provide the necessary human resource thrust for successful transformation of the economy of the country into a **knowledge economy**.

4.3. Organisational Structure

The HRDC comprises three main divisions led by the Director, namely:

1. Research & Projects Division;
2. Finance Division; and
3. Corporate Division.

The Figure below provides an overview of the governance structure of the HRDC headed by a Council where both the public and private sectors are represented.



5. Functions of the HRDC

The functions of the HRDC, as stated in the HRD Act, are as follows:

(a) advise the Minister on the formulation of human resource development policies and strategies;

(b) establish linkages between the education and training systems and the workplace;

(c) provide a forum for constant dialogue and consensus building among stakeholders on all matters relating to human resource development;

(d) take appropriate measures to reduce the mismatch between demand and supply of human resource;

(e) commission research in the field of human resource development;

(f) encourage employers to invest in the training of their employees with a view to upgrading their skills and acquiring new skills;

(g) initiate and monitor studies on the relevance and impact of training activities in relation to the socio-economic development of the country;

(h) promote knowledge management and benchmarking at enterprise and national levels with a view to improving the effectiveness of human resource development;

(i) identify and monitor the implementation of appropriate skills development and apprenticeship schemes and programmes;

(j) monitor the participation of employers, employees, and job seekers in training schemes and programmes;

(k) develop schemes for retraining and multi-skilling;

(l) provide incentives for training institutions to acquire and upgrade their equipment and facilities;

(m) manage the National Training Fund

In line with functions (f), (h), (k), (l) and (m) above, the HRDC has set up several training grant incentive schemes and pre-employment and post-employment schemes.

6. National Training Fund

A levy of the wage bill was proposed by the then Mauritius Employers' Federation in 1987, with the levy starting to be collected in 1988/89. Following the Human Resource Development Act 2003, the Human Resource Development Council (HRDC) has been responsible for administering, controlling and operating the National Training Fund – from 2004. As at 30 June 2023, the NTF has facilitated direct training of around 1,140,551 trainees in the private sector.

5.1. National Training Fund Committee

The National Training Fund Committee, a sub-committee set up by the Council of the HRDC, is specifically mandated to oversee the management of the levy grant incentives scheme. The NTF Committee assists the Council in the effective performance of its functions and has the following responsibilities:

- Analyse periodic reports from Management on the functioning of the NTF and make recommendations thereon;
- Look into the list of incentives being offered to employers and registered training institutions for promotion of training and make recommendations to the Council for the review of such incentives as and when required;
- Look into the grievances made by employers for their Grant applications for refund and make the necessary recommendations to Management; and
- Advise on other related issues concerning the Levy / Grant System.

6.1. Training Levy

Since 2014, the levy rate has been generally 1.5%, with 1% going to the National Training Fund and 0.5% to the Workfare Programme Fund. However, the levy rate has been amended several times for specific periods as detailed below:

Period	**Training Levy**	**% of HRDC Share**
July 1988 to Aug 2003	1%	1% (IVTB)
Aug 2003 to Jan 2009	1%	1%
Feb 2009 to Dec 2013	1.5%	0.5%
Jan 2014 to June 2020	1.5%	1%
July 2020 to June 2021	1%	0.5%
July 2021 to June 2023	1.5%	1%
July 2023 to June 2025	1.5%	0.75%

6.1. Training Grant Incentive Schemes

Employer training grants are based on a cost-sharing principle; employers can recover up to 75 per cent of their eligible training costs, with the balance paid by the employer. Employee training can be either in house or run externally by training institutions registered with the Mauritius Qualifications Authority. The refund rate (of up to 75 per cent) is based on the annual levy paid by the employer in the previous financial year. The HRDC has revised the training incentives in 2006, 2009, 2010, 2012, 2014, 2016 and 2017 so as to encourage employers to invest more in training.

The HRDC provides different training grant incentive schemes for training of employees while in employment with their employer as detailed below:

Schemes	**Description**
1. Local Training Scheme	Under local training, courses are delivered by Registered Training Institutions (RTI). The courses can be delivered either on a face-to-face or a live online mode (Zoom, Skype, Google meetings, etc).
2. Structured Online Training Scheme	A structured online course is one which is conducted through a learning management system, where students can view their syllabus and academic progress. Structured online courses are generally self-paced and require minimum trainer intervention. Such courses do not fall within the ambit of the MQA/HEC.

3. In-house Training Scheme	In-house training is conducted either by an internal trainer (someone from within the enterprise), freelance trainer or RTI or foreign trainer/foreign RTI. In-house training may be delivered on either face-to-face or live online mode.
4. Overseas Training Scheme	Under the Overseas training scheme, an employer is eligible for the part refund of the approved course fee as well as 50% of the airfare (economy class) up to a maximum of Rs 30,000 per participant for a maximum of up to four (4) weeks. Such courses do not fall within the ambit of the MQA/HEC.
5. E-Learning License Scheme	Under the E-Learning Scheme, the HRDC will refund up to 75% of the licence fee for any individual or corporate licence purchased by an employer from e-learning platforms approved by the HRDC, such as Class Central, Coursera, edX, LinkedIn, Pluralsight, Udacity, Udemy and FutureLearn. No MQA approval is required for E-Learning Licence.
6. Training Needs Analysis (TNA) Scheme	Firms conducting TNAs receive a refund of an amount equivalent to 25% of their annual eligible grant ceiling every two years subject to a ceiling of: • Rs 75,000 if the TNA is conducted by a certified In-house resource persons approved by the HRDC; and • Rs 150,000 if the TNA is conducted by an outside firm/consultant approved by the HRDC.

Note: Local and inhouse training account for 96% of total training grant disbursed.

The HRDC also provides training incentive schemes, for Registered Training Institutions. These are described below:

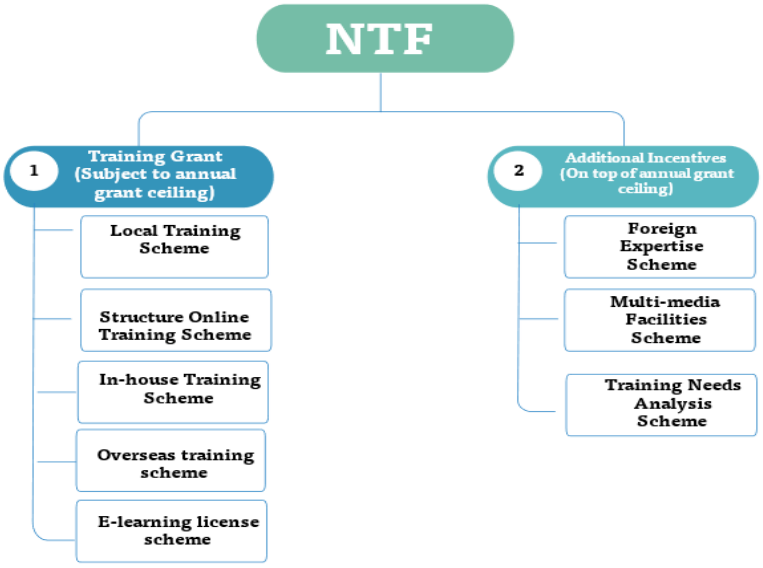
Schemes	**Description**
7. Multimedia Facility Scheme	Registered Training Institutions having their own/rented building, infrastructure and training facilities will be eligible for refund of 50% of the cost on purchase of new multimedia equipment. The refund will be subject to a maximum total limit of Rs 200,000 per training institution.

Schemes	Description
	The support will cover, amongst others, purchase of photocopier, LCD Projector, Computer and Licensed software, overhead projector, scanner and such other equipment as may be approved by the HRDC.
8. Foreign Expertise Scheme	Registered Training Institutions (RTIs) or employers can claim 50% of relevant training expenses (Trainer/s fees, cost of economy airfare of the trainer/s; cost of accommodation of the trainer/s;, rental of venue and course materials) up to a ceiling of Rs 200,000 per week for a maximum period of 2 weeks in case they bring in foreign resource persons in scarcity and/or priority areas to conduct training in Mauritius subject to the following conditions: • The RTIs or employers can bring up to a maximum of 5 resource persons during any financial year ending 30 June. • The same person cannot come more than twice during the same financial year for the same training institution. • To qualify for the 2 weeks, the resource person should deliver training for at least 7 days and the total number of training hours should not be less than 5 hours per day. • The course / workshop / seminar / conference should be conducted for a minimum of 15 participants excluding employees from the RTI and should be opened to the public. • RTIs and employers should have contributed levy for at least six (6) months preceding the application.

Figure 3 depicts the spectrum of training incentives scheme available to Employers and MQA Registered Training Institutions under the NTF. There are two categories of training incentives scheme which operate at two levels(see Figure 3):

1. Training Grant Incentives Scheme which is within the annual grant ceiling of the employer; and
2. Additional Incentives scheme which are outside the annual grant ceiling of the employer [on top of annual ceiling].

Figure 1: Training Grant Incentives Scheme



The training incentives scheme has been revised regularly in trying to respond to the dynamic nature of skills development. The changes aim to encourage employers to invest more in training and upskilling of their employees and at the same time ensure the sustainability of the NTF.

5.3. Rate of Refund of Training Cost (Training Grant) and Grant Refund Formulae

The refund of training costs to employers for each financial year is limited to an annual grant ceiling which is based on the 'Annual training levy paid by employers for the previous financial year' as summarised in Table below. Refund of course fee is made based on the threshold of training levy contribution per employer described in Table 1.

Annual Levy Paid for Previous Financial Year	HRDC Rate of Refund (%)	Maximum grant refund for current financial year (Annual Grant Ceiling)
1. Up to Rs 20,000	75	15 times of levy contribution
2. Above Rs 20,000 and up to Rs100,000	75	5 times levy contribution subject to a maximum of Rs 400,000 however, for the first Rs 20,000 – Rs 300,000
3. Above Rs100,000	70	Twice Levy Contribution, for the first Rs 100,000 – Rs 400,000

5.2. Eligibility criteria to apply for refund of training costs

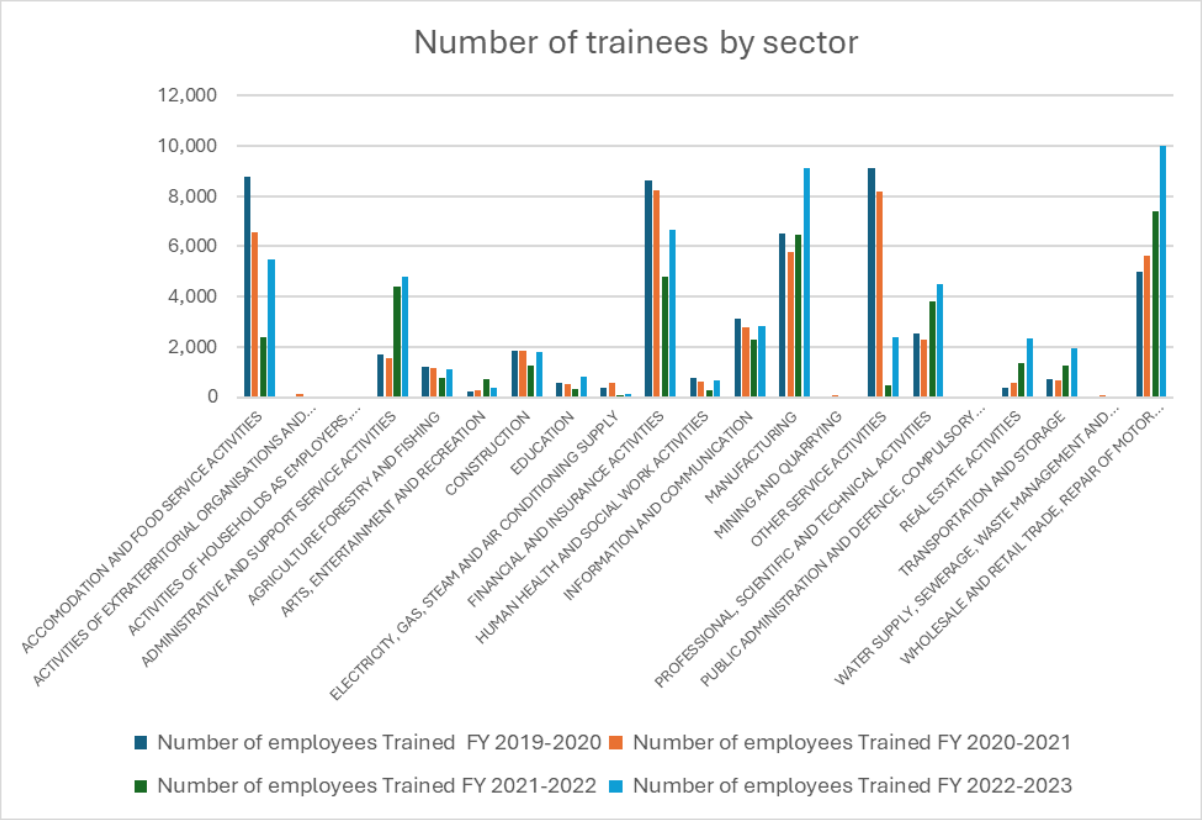
The criteria for eligibility for schemes and part refund of training cost under the Training Grant Incentives Scheme are as follows:

- Employers should pay monthly towards the training levy (which is mandatory for all employers);
- The training courses should be MQA approved (for non-award and TVET courses)/ HEC accredited (for) prior to the start of the courses/programmes; and
- Grant is restricted to Mauritian citizens or permanent Residents of the Republic of Mauritius.

5.5. Some statistics

Online Platform: Enterprises can make their application for refund of training course fee through the online training grant application platform of the HRDC. As at 30 June 2023, 6,023 employers were registered on the online platform. Enterprises can view their annual training levy threshold as well as their available annual grant ceiling on the online platform.

Sectoral breakdown of number of trainees trained under the Levy Grant Incentives Scheme over the past Three Financial Years



6.3. Other Schemes

The HRDC provides other incentives schemes that emanates from Governmental budgetary measures that are outside the annual grant ceiling of the respective employers. These are described at Table below.

Schemes	Description
1. Business Advisory Services (BAS) Scheme	A Government initiative introduced in the National Budget 2021/2022 with a view to providing support to Small and Medium Enterprises (SMEs) which have been negatively impacted by the COVID-19 pandemic. This scheme allows SMEs to restructure their business model through independent financial services or business review from professional consultants. Under this scheme, SMEs are able to use their unutilised contribution of training levy and benefit from a refund of up to Rs 50,000 for consultancy fees. This scheme is for a duration of 2 years, from 01 July 2021 up to 30 June 2023.
2. Digital Transformation Initiatives (DTI) Scheme	The DTI Scheme is another measure announced by Government in the national Budget 2021/2022 to help enterprises integrate digital technology into all areas of their business activities, restructure operations, and bring changes and added value to customers. The scheme is open to all enterprises contributing the training levy. The financial incentive is granted over and above the annual grant ceiling of the enterprise under the National Training Fund. It is based on the annual levy contribution of the enterprise. The DTI scheme is for a duration of 1 year, from 01 March 2022 to 28 February 2023.
3. Training of Trainers in new field of ICT	The scheme [emanating from the National Budget 2022/2023] provides for the refund of 50% of the cost incurred to train trainers in new fields of ICT and will be valid for a period of one year starting from 01 November 2022 to 31 October 2023. The Refund criteria is as follows: • 50% refund of the tuition fee will be effected upon successful completion of the training by the applicant • For training dispensed locally (either by a Registered Training institution (face to face or live online mode)or In-House training delivered by an internal trainer or a local freelance trainer or a foreign trainer or training attended via online platform or via live online mode from foreign institutions/Universities), 50% of

Schemes	Description
	the tuition fee will be refunded subject to a maximum of Rs 30,000 per participant whichever is the lower. • For training attended overseas, 50% of tuition fee will be refunded subject to a maximum of Rs 50,000 per participant whichever is the lower

7. Pre-employment schemes

The HRDC also administers pre-employment schemes.

Schemes	Description
1. National Skills Development Programme (NSDP)	The NSDP is a government measure aimed at training unemployed individuals in technical skills which are in high demand. Training is targeted at all education levels up to Diploma level (equivalent to NQF level 6). Beneficiaries should be aged between 16 and 59 years. The programme comprises up to 12 months of classroom and practical training and job placement. Training under the NSDP is funded by the HRDC and is based on the skills needs of enterprises. The HRDC also provides each trainee with a monthly stipend of Rs 8,000 based on satisfactory attendance.
2. Graduate Training for Employment Scheme (GTES)	The GTES is an ongoing training and placement programme which aims at enhancing the employability prospects of unemployed diploma and degree holders. The ultimate objective of this scheme is to ensure the employment of graduates by equipping them with work-readiness skills. The cost of training up to a maximum of Rs 100,000 per graduate is funded by the HRDC. Each graduate receives a monthly stipend of Rs 10,000 during their training and placement.
3. Skills Development Support Scheme for Foreign Direct Investment (SDSS for FDI)	This scheme is applicable for projects with skills development component falling under economic and industry sectors being promoted by the EDB. The objectives of the scheme are to: • support citizens of Mauritius or spouse of a citizen of Mauritius for workforce development to attract direct foreign investments. • assist in mounting skills development programmes with foreign investors. • encourage development of higher levels of technical expertise

Schemes	Description
	and specialisation to help boost our skills base.
4. *National Training and Re-skilling Scheme*	The NTRS [emanating from the National Budget 2020/2021] is a national programme to provide training to unemployed individuals. Participants would receive a training stipend based on respective training hours. The NTRS is being implemented by the Ministry of Labour, Human Resource Development and Training and the HRDC, in collaboration with stakeholders from both the public and the private sector. This scheme is funded by the Ministry of Finance, Economic Planning and Development.

The HRDC also finances, from the National Training Fund, other institutions for Programmes such as National Apprenticeship Programme, Dual Training Programme, Free Tertiary Education Scheme, and National Youth Service Programme.

8. Other skills development programmes

The HRDC also finances the following training schemes/programmes in collaboration with industry associations and tertiary education institutions:

5. Sectoral Skills Development Scheme (SSDS)	The SSDS is a bottom-up approach targeting industry associations to meet the skills development needs of their members by providing them with the opportunity to develop and implement specific skills development programmes based on common needs. Skills needs can be identified in a number of ways, including through training needs analysis (TNA), focus group discussions and consultation with industry association members. Projects emanating from SSDS are funded under the National Training Fund, irrespective of the training refund ceiling of participating employers. Applicants are invited to submit training proposals based on a clustering approach through an industry association.
6. Artificial Intelligence (AI) Skills Development Support Programme *(both pre- and post-employment)*	The HRDC has established the AI Skills Development Support Programme to build a strong pool of in-country talent. Under this programme, collaborative projects between local and/or international institutions can be mounted for effective transfer of knowledge and building local capabilities. This umbrella programme includes a wide spectrum of instruments supporting skills development initiatives,

	including: • Projects to expose university students to the new technologies; • Professionals to have the opportunities to deepen their specialist-level competencies; • Scholarships to follow AI undergraduate and post-graduate degrees; and • Needs-driven projects in AI by industry associations.

9. Some useful links

- HRDC: http://www.hrdc.mu
- GTES http://gtes.hrdc.mu
- NSDP http://nsdp.hrdc.mu
- Skills studies http://skills.hrdc.mu
- NTRS http://www.ntrs.hrdc.mu
- LEVY http://www.levy.hrdc.mu/

10. Realities of the skills development system

The Mauritian economy is evolving, facing a myriad of endogenous and imported challenges, coupled with the demands posed by the rise of knowledge economies. These will impact on the Mauritian society in general, as well as on the world of work. The requisite for highly skilled and technically qualified human capital will be increasingly felt. Mauritius must embrace these changes and disruptions and hone its human capital accordingly. The human capital formation relies on both the education and the skills development systems. Given the uncertainty surrounding future jobs, it is fundamental to hoist the higher-order cognitive and Science, Technology, Engineering and Mathematics (STEM) skills of current and future learners. The skills development system needs to address certain challenges and better respond to upcoming skills challenges. This necessitates a coherent national strategy to drive the skills development system and improve its efficiency and delivery.

The world of work is becoming increasingly uncertain. There should be a better anticipation and apprehension of skills needs at both enterprise and national levels to cope with this uncertainty. The linkages between education and training institutions on one side, and employers on the other, need to be institutionalised and strengthened to contribute towards improving the relevance of teaching and training. Stronger bridges should be established between the world of work and the skills

development systems to foster linkages and transfer of information and skills. This would contribute towards improving the market-relevancy of skills development initiatives and programmes.

Human resource executives at the level of enterprises should augment their function to increase their involvement in skills formation of prospective employees and skills development of existing ones as well as better apprehending and preparing for the likely impact that automation and digitalisation can have on their businesses and workforce. A more significant understanding of skills formation and involvement in skills development can subsequently improve the capability of firms to attract scarce skills in the medium and longer term.

Two challenges that impact on the skills development system are the lack of high and specialised skills training in certain specific areas, and an under investment in the skills development of micro-, small and medium enterprises. A mechanism instrument needs to be established that takes into account the realities and impediments faced by micro-, small and medium enterprises, and provide the necessary skills development support.

Youth unemployment is a topical, global and local phenomenon; it requires intervention both during and after formal schooling. Apprenticeship schemes are proven modes of demand-led skills transfer. Such existing schemes need to be enhanced and novel ones established, to assist in the necessary vocationalisation of secondary and tertiary education.

Given the ever-changing requirement of the labour market, the propensity of Mauritians to continually learn will be a fundamental requisite. Support mechanisms for life-long learning will have to be established, and anchored within the skills development system. By the same token, career information is an essential component of the skills development system, as it conveys information to the various stakeholders at various points in their lifetime. Its provision in a timely and user-friendly manner is an important service for individuals, to broaden their perspective on the job and labour market and allow them to make rationale choices.

The realities and challenges facing the Mauritian skills development system are multiple and complex, but they have to be apprehended and grappled with. The HRDC, given its specific ambit, plays an integral role in this set-up.

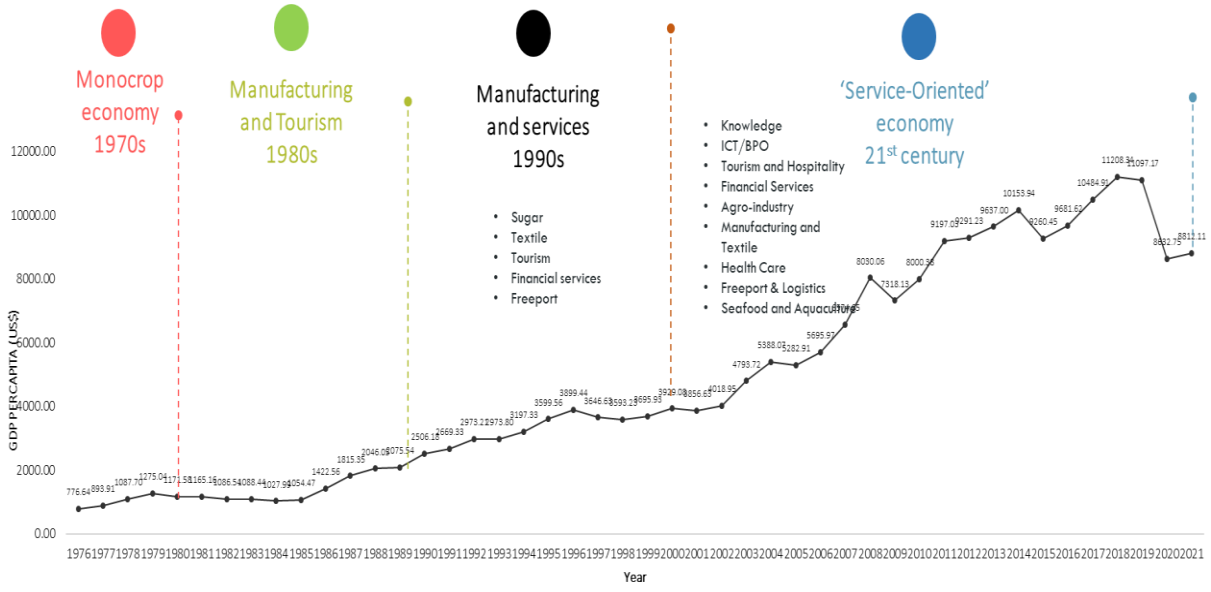
11. Purpose and aim of the project

The overarching purpose of this project is to complement and support the strategy of the Government to develop Mauritius into a knowledge-economy. Recent budget speeches have emphasised on the need to develop the local skills base in light of challenges posed by globalisation, changing demography, natural disasters and new developments in ICT.

In building the economy of the future, the Government Programme 2020-2024 is premised on the following areas of development: embracing the fourth industrial revolution and investment in cutting-edge technologies, including Artificial Intelligence, robotics, blockchain and Internet of Things; youth empowerment and development, digitalising public services and creating an e-

Mauritius; promoting digital entrepreneurship, innovation and Research and Development; investing in technology accelerators and incubators targeted to Micro, Small and Medium Enterprises sector; encouraging the shift to modern organic and niche production in agriculture; boosting the conventional and smart construction sector; rebranding the tourism sector and targeting new markets; developing the fintech eco-system; promoting innovation-led and technology-intensive production to build export competitiveness; developing the blue economy; boosting the creative industry; developing the circular economy, amongst others. Whilst the competitiveness of Mauritius is based on many factors, the availability of highly skilled technical personnel is pivotal to drive the agenda of transforming the economy, while reducing skills mismatch. The economic trajectory of Mauritius traced from 1976 – 2021 is presented at Figure 5.

Figure 2: The economic trajectory of Mauritius, 1976 – 2021



This implies considerable investment in education and training as well as in economic infrastructure. **The HRDC training levy grant system is well positioned to lubricate the skills development system. It is called upon to continually respond to the current and future skills need of enterprises with a view to improve their productivity and competitiveness. It is the ultimate aim that relevant training is delivered in a cost-effective manner.**

The National Skills Development Strategy 2022-2026 has recommended to improve efficiency in the use of the levy grant in order to address the mismatch of skills and prepare for future skills needs. The Strategy also recommended that a review of the training incentives be conducted and enhanced incentives proposed to reflect the requirements of enterprises and also to ensure delivery of high-quality, outcome-based and relevant training to meet the needs of industry and employers, both in existing and emerging sectors.

The point of departure is therefore conducting a thorough assessment of the current training levy grant incentives scheme. This review will provide space for enhanced training incentives scheme(s) to develop skills and capabilities of the workforce in a way that they are well prepared to meet the demands of the workplace and socio-economic development of the country.

12. Objectives of the Consultancy project

In light of the above, the objectives of this consultancy project are to:

1. Conduct an assessment and diagnostic of the existing training levy grant system, incentives schemes and processes;
2. Advise on the existing 'financing of training' instruments at the HRDC to improve the quality and relevance of training that will meet the enterprise and worker needs and support economic and social development and achieve lifelong learning opportunities for all.
3. Propose enhanced incentives scheme(s) to drive human capital formation in light of the socio-economic strategy of the country;
4. Propose an implementation plan and enhanced processes and structure.

The set objectives can be achieved through a thorough assessment/diagnostic of the training incentives schemes and keeping in mind the current and future skills development needs of enterprises and the vision of the country to transform into a knowledge-based economy.

13. Scope of work of the Consultancy

The consultant (firm or individual) will have to assess the current system/situation and make recommendations for improving the training grant incentives schemes and inbuilt mechanisms and processes.

The selected consultant should undertake the following activities:

A. CONDUCT A THOROUGH ASSESSMENT AND DIAGNOSTIC OF THE EXISTING LEVY TRAINING GRANT SYSTEM AND INCENTIVES SCHEME

a) Analyse the benefits and challenges of available grants and incentives schemes at the HRDC, with respect to the local national context and socioeconomic setting. Conduct a thorough assessment of the current training levy grant system, incentives schemes & processes and their operation through a number of methods like desk reviews, surveys, data analysis, focus groups, interviews, meetings, workshops among others, with all relevant stakeholders;

   i. Note: Stakeholders should include the HRDC, Ministry of Labour, HRD & Training, Ministry of Education, Tertiary Education, Science& Technology , Ministry of Finance &

Economic Planning & Development, Mauritius Qualifications Authority, Economic Development Board, Mauritius Revenue Authority, Business Mauritius, Industry associations, Employers/Enterprises (of different sizes and from different sectors), any other related institution, etc

b) Conduct research on trends and innovation in levy grant systems and incentives worldwide and their applicability and adaptability to Mauritian context and make recommendations
c) gain in depth understanding of the legal framework for skills development in Mauritius to be able to make proposals for enhancing the training incentives schemes for improved productivity and competitiveness of enterprises in Mauritius; and
d) analyse the internal training costs refund system and processes at the HRDC with a view to propose measures to reengineer the system, mitigate risks and improve efficiency and service delivery.
e) Advise on the existing 'financing of training' instruments at the HRDC to improve the quality and relevance of training that will meet the enterprise and worker needs and achieve lifelong learning opportunities for all, including individual learning incentives.

Note: For (d) above, the consultant is expected to also integrate an IT Expert to carry out the system's analysis and business process reengineering (BPR), and to propose measures which integrate the use of latest available IT solutions for improving efficiency and service delivery. As such, in the proposal and methodology to be submitted, the details and experience of the IT Expert should be provided, together with the exercise which would be carried out.

Note: The Assessment/Diagnostic Report will have to be presented to a Project Steering Committee set up for the implementation of this project.

B. PROPOSE NEW FINANCING OF TRANING INSTRUMENTS AND ENHANCED TRAINING INCENTIVES SCHEME(S) TO DRIVE HUMAN CAPITAL FORMATION IN LIGHT OF THE SOCIO-ECONOMIC STRATEGY OF THE COUNTRY

- propose new incentives schemes, enhanced incentive schemes, revamped schemes, for enhancement of incentives schemes to respond to current and future skills needs of enterprises and the country. Note: proposals should be discussed with main stakeholders from the training eco-system such as HRDC, Ministry of Labour, Business Mauritius, RTIs, MQA, EDB, etc);
- draw on international experience and models to propose enhanced incentives scheme;
- propose mechanisms to prioritise training sectors, activities, courses relevant to and in congruence with the socio-economic strategy of the country;
- provide input into the rationalisation of existing incentives scheme to improve efficiency and usability of the scheme;
- Propose changes to address any weakness in the present training grant incentive schemes;

- propose mechanisms/framework for training costs elements which can be refunded under the different schemes
- propose a contextualised framework and nomenclature for categories of training;
- propose a dynamic monitoring and evaluation system for training delivery;
- propose any change that is required to be brought to the HRD legislation;
- provide recommendations to improve effectiveness of investment made in training via the NTF.
- Make recommendations to improve business processes of training grant refund and operations (grant application, monitoring of training, face to face & live training, disbursement of grants, etc) regarding the levy grant incentive scheme at HRDC.
- propose an implementation plan for a phased implementation of the enhanced incentives scheme(s) and the enabling organisational environment (any amended organisational set up, systems, human capabilities, etc) to service and sustain the enhanced incentives scheme.

Note: The Recommendations/Implementation Report should include the expected impact of proposed measures and highlight all financial implications and resources required.

It will have to be presented to a Project Steering Committee set up for the implementation of this project.

14. Deliverables

The expected deliverables for this assignment are:

Document 1	Assessment/Diagnostic Report: A report on the diagnostic of the various current incentives scheme(s), business processes and its funding mechanism. The report will have to be presented to a Project Steering Committee set up for the implementation of this project.
Document 2	Recommendations/Implementation Report: Recommendations and Proposals by the Consultant for an enhanced incentives scheme(s) that would respond to the present and future skills needs of the enterprises in Mauritius and the socio-economic development of the country. This would include an Implementation Plan. The Report should include the expected impact of proposed measures and highlight all financial implications and resources required. Note: The report will have to be presented to a Project Steering Committee set up for the implementation of this project, the National Training Fund Committee of the HRDC and the HRD Council
Document 3	Recommendations/Implementation Report: Recommendations and Proposals by the Consultant, following a system's analysis/business process reengineering, for

	enhanced business processes and systems with latest available IT solutions, that would improve efficiency and service delivery. This would include an Implementation Plan.

Payment will be effected upon satisfactory submission and acceptance of each report, based on the person-days input.

15. Expected output and deliverables

	Activities	No of Visits	Stages & Deliverables	Expected Man Days
Phase 1	**Inception & Scoping:** Desk Research, data collection (primary and secondary, analysis, discussions, presentations, report writing, etc			
Phase 2	**Assessment & Diagnostic:** *(As per methodology proposed and agreed with Consultant)* Data Collection, face-to-face discussion, meetings and workshopping with all relevant stakeholders and follow-ups. Stakeholders would include: HRDC, Ministry of Labour, HRD & Training, Ministry of Education, Ministry of Finance & Economic Planning & Development, Mauritius Qualifications Authority, Economic Development Board, Mauritius Revenue Authority, Registered Training Institutions, Business Mauritius, Industry associations, Employers/Enterprises (of different sizes and from different sectors), any other related institution, etc This phase will also include system's analysis/business process reengineering of HRDC's refund system and processes with a view to propose measures to reengineer the system, mitigate risks and improve efficiency and service delivery. *Note: A visit to Rodrigues Island to be also planned during that stage.*	1st Visit (7-10 days)	Consultations with all relevant stakeholders Systems/Processes Analysis	
	Diagnostic Report to be submitted and presented to Project Steering Committee.		Diagnostic Report	
Phase 3	**Recommendation and proposed Implementation Stage:**	2nd Visit		

	Individual presentation to HRDC, Project Steering Committee, NTF Committee and HRD Council, relevant stakeholders to discuss main recommendations, implementation plan and implications. Report writing. Implications and impact of proposed measures.	(7-10 days)		
	Final Recommendations/Implementation Reports to be submitted and presented.		Recommendations/Implementation Report (Deliverables: Document 2 and 3)	

16. Qualifications, skills and experience of the Consultant (s)

a) A Master's Degree in the relevant field(s) related to the technical consultancy/assistance;

b) A minimum of 10 years professional working experience in training, skills development and human resource development policy and practices, or in any relevant field(s) related to the technical consultancy/assistance;

c) Professional Knowledge & Expertise: A good understanding of the importance of skills and skills development and international experience and proven experience and track record of reviewing training incentives in different country settings; Experience in developing skills development funding mechanisms in multiple country contexts; Working knowledge and understanding of socio-economic environment related to the financing of training; Demonstrate in-depth understanding of skills development systems, labour market structure, funding training models prevalent in other countries bearing in mind the context and realities of the skills development system; Solid analytical skills and ability to identify key issues and important trends related to skills development and to draw practical policy implications.

d) A proven track record in conducting similar exercises under different country settings. **The consultant should have carried out a minimum of two similar assignments internationally.**

e) Experience in working with multi-dimensional stakeholders; and

f) Excellent command of English, including drafting of reports and dissemination skills.

g) A good command of ICT (office packages, database management, statistical analysis tools) and in using lates technologies for process improvement.

Note: The consultant is expected to also integrate in the project an IT Expert to carry out the system's analysis and business process reengineering, and to propose measures which integrate the use of latest available IT solutions for improving efficiency and service delivery. As such, an experienced IT Expert, should be included within the exercise. The IT expert should assist the HRDC Team in preparing the specifications and bidding documents for the implementation of a new IT based revamped refund system.

17. Timeline of the project

An estimated 100 to 120 person days and not exceeding 8 months.
The main consultant is expected to put in between 80 to 90 person days and the IT Expert between 20 to 30 person days.
The project should include a minimum of 2 visits of the resource person (s) to Mauritius (if the consultant is from abroad).

The Consultants will work in collaboration and under the supervision of the HRDC. Concerning out of field mission, regular exchanges can be organised through virtual meetings as appropriate. The table below provides an indication of the timeline of the project and intervention of the Consultants.

Table 1: Indicative time frame of deliverables of the project

Deliverables	M1	M2	M3	M4	M5	M6	M7	M8
1. Assessment stage and Report on diagnostic of the various incentive schemes and its funding mechanism								
2. Proposal for enhanced skills development funding and incentive schemes & processed and proposed Implementation Plan								
3. Recommendations and Proposals for enhanced business processes and systems with latest available IT solutions including Implementation Plan.								

The total expected duration for the project is **8 months**.

This consultancy will require a minimum of 2 visits overall in Mauritius. 1 visit to Rodrigues Island is also to be planned.

For the purpose of their visits to Mauritius and Rodrigues, the Consultants shall include the following costs in their project proposal price:

- Air tickets & insurance
- Hotel accommodation and transfers;
- Inland transportation.

Venue for meetings and workshops in Mauritius and Rodrigues; andany related local logistics support will be borne by the HRDC

18. Reporting and supervision

This assignment will be overseen by a Project Supervision & Monitoring Committee set up by the HRDC and the deliverables will be approved by this Committee. The consultants will need to present their findings and deliverables to the said Committee.

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

	Points
(i) **Adequacy of the Proposed Methodology & Work Plan (30 Marks)**	
a) Technical Approach & Methodology	10
b) Work Plan	10
c) Organisation & Staffing	5
d) Experienced IT Expert for system's analysis & BPR	5
(ii) **Qualifications, Expertise & Experience of Consultant (70 Marks)**	
h) A Master's Degree in the relevant field(s) related to the technical consultancy/assistance;	10
i) A minimum of 10 years professional working experience in training, skills development and human resource development policy and practices, or in any relevant field(s) related to the technical consultancy/assistance;	10

j)	Professional Knowledge & Expertise: A good understanding of the importance of skills and skills development and international experience and proven experience and track record of reviewing training incentives in different country settings; Experience in developing skills development funding mechanisms in multiple country contexts; Working knowledge and understanding of socio-economic environment related to the financing of training; Demonstrate in-depth understanding of skills development systems, labour market structure, funding training models prevalent in other countries bearing in mind the context and realities of the skills development system; Solid analytical skills and ability to identify key issues and important trends related to skills development and to draw practical policy implications;	20
k)	A proven track record in conducting similar exercises under different country settings. **The consultant should have carried out a minimum of two similar assignments internationally.**	20
l)	Experience in working with multi-dimensional stakeholders;	3
m)	Excellent command of English, including drafting of reports and dissemination skills; and	2
n)	A good command of ICT (office packages, database management, statistical analysis tools) and in using lates technologies for process improvement.	5
	Total points:	**100**

The minimum technical score St required to pass is: **Eighty (80) Points**

Part II

Section 6. Conditions of Contract and Contract Forms

Foreword

Lump-Sum Contract. This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant's outputs by the Client is paramount.

The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. These standard Contract forms are to be used for complex and/or large value assignments.

S T A N D A R D F O R M O F C O N T R A C T

Consultant's Services

Lump-Sum

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Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 - Fraud and Corruption; the Special Conditions of Contract (SCC); and the Appendices.

2. The General Conditions of Contract, including Attachment 1 on Fraud and Corruption, shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

CONTRACT FOR CONSULTANT'S SERVICES
Lump-Sum

Project Name _____

[Loan/Credit/Grant] **No.**_____

Contract No. _____
Assignment Title:_____

between

_____
[Name of the Client]

and

_____
[Name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

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

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client or Recipient]* (hereinafter called the "Client") and, on the other hand, *[name of Consultant]* (hereinafter called the "Consultant").

[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "…(hereinafter called the "Client") and, on the other hand, a Joint Venture (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 Consultant's obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the "Consultant").]

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

(b) the Consultant, 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) The General Conditions of Contract (including Attachment 1 "Fraud and Corruption");
   (b) The Special Conditions of Contract;
   (c) Appendices:

   Appendix A: Terms of Reference
   Appendix B: Key Experts
   Appendix C: Breakdown of Contract Price
   Appendix D: Form of Advance Payments Guarantee

   In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C;

Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

   (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
   (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of *[Name of Client]*

_____

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

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

_____

[Authorized Representative of the Consultant – 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 Consultant *[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]

II. General Conditions of Contract

A. General Provisions

1. Definitions

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

(a) "Applicable Law" means the laws of Mauritius

(b) "Client" means the public body that signs the Contract for the Services with the Selected Consultant.

(c) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.

(d) "Contract" means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).

(e) "Contract price" means the price to be paid for the performance of the Services, in accordance with Clause 38

(f) "Day" means a calendar day unless indicated otherwise.

(g) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

(h) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

(i) "Foreign Currency" means any currency other than Mauritian Rupees.

(j) "GCC" means these General Conditions of Contract.

(k) "Government" means the Government of Mauritius.

(l) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses 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.

(m) "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 Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.

(n) "Local Currency" means Mauritian Rupees.

(o) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.

(p) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.

(q) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

(r) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(s) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

(t) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

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 Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, 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 language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

5. Headings

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

6. Communications

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. 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 in the **SCC**.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.

7. Location

7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

8. Authority of Member in Charge

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

9. Authorized Representatives

9.1. 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 Consultant may be taken or executed by the officials specified in the **SCC.**

10. Fraud and Corruption

10.1 The Client requires compliance with the Anti-Corruption laws of Mauritius.

If the Client determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and the provisions of Clause B shall apply as if such expulsion had been made under Sub-Clause 19.1.1.

Should any Personnel of the Consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that Personnel shall be removed in accordance with Sub-Clause 31.1

a. Commissions and Fees

1.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may

result in termination of the Contract.

b. Integrity Clause

10.3 The Consultant shall take steps to ensure that no person acting for it or on its behalf will engage in any type of fraud and corruption during the contract execution.

Transgression of the above is a serious offence and appropriate actions will be taken against such Consultant.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract

11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.

12. Termination of Contract for Failure to Become Effective

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

13. Commencement of Services

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.

14. Expiration of Contract

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.

15. Entire Agreement

15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16. Modifications or Variations

16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

17. Force Majeure

a. Definition

17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not

foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

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

c. Measures to be Taken

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

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

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or

(b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

19. Termination

19.1. This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) days' written notice in case of the event referred to in (e); and at least five (5) days' written notice in case of the event referred to in (f):

(a) If the Consultant commits a material breach or fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to

Clause GCC 45.1;

(d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days;

(e) 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;

(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) days written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

(a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

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

(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.

(d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant’s notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:

(a) payment for Services satisfactorily performed prior to the effective date of termination; and

(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

19.1.7. Upon termination of this contract, the Consultant will not be entitled to recover anticipated profits on the completion of the contract.

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

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

materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as 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.

20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

20.4. The Consultant 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 Experts and Sub-consultants, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

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

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

20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21. Conflict of Interest

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

a. Consultant Not to Benefit from Commissions, Discounts, etc.

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as

the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

b. Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 Unless otherwise specified in the **SCC**, the Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

c. Prohibition of Conflicting Activities

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

d. Strict Duty to Disclose Conflicting Activities

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22. Confidentiality

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

23. Liability of the Consultant

23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be provided by the Applicable Law.

24. Insurance to be taken out by the

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-

Consultant

consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC,** and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25. Accounting, Inspection and Auditing

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

25.2 Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Consultant shall permit and shall cause its subcontractors and subconsultants to permit, the Client and/or persons appointed by the Client to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Client if requested by the Client. The Consultant's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 10.1 which provides, inter alia, that acts intended to materially impede the exercise of the Client's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a disqualification by the Procurement Policy Office).

26. Reporting Obligations

26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

27. Proprietary Rights of the Client in Reports and Records

27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval

to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

28. Equipment, Vehicles and Materials

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29. Description of Key Experts

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

30. Replacement of Key Experts

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

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31. Removal of Experts or Sub-consultants

31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable

in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-consultants shall possess equivalent or better qualifications and experience and shall be acceptable to the Client.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

32. Assistance and Exemptions

32.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:

(a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

(b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.

(c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

(c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

(d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.

(e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein

by the Experts in the execution of the Services.

(f) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

33. Access to Project Site

33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

34. Change in the Applicable Law Related to Taxes and Duties

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1

35. Services, Facilities and Property of the Client

35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A)** at the times and in the manner specified in said **Appendix A.**

36. Counterpart Personnel

36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

37. Payment Obligation

37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

38. Contract Price

38.1 The Contract price is fixed and is set forth in the **SCC.** The Contract price breakdown is provided in **Appendix C**.

38.2 Any change to the Contract price specified in Clause GCC 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

39. Taxes and Duties

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

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

For further information, the contact details are as specified in the SCC.

40. Currency of Payment

40.1 Any payment under this Contract shall be made in the currency (ies) of the Contract.

41. Mode of Billing and Payment

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

41.2.1 *Advance payment:* Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank/insurance guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

41.2.2 *The Lump-Sum Installment Payments.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be

withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

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

41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

41.2.5 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

42. Interest on Delayed Payments

42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2 , interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC.**

G. Fairness and Good Faith

43. Good Faith

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

H. Settlement of Disputes

44. Amicable Settlement

44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to

respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

45. Dispute Resolution

45.1 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 adjudication/arbitration in accordance with the provisions specified in the **SCC**.

Attachment 1 to the Contract

Fraud and Corruption

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

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

      (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party[2];

      (ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation[3];

      (iii) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party[4];

      (iv) "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party[5];

      (v) "obstructive practice" is

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

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

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

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

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

[5] "Party" refers to a participant in the selection process or contract execution.

knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under paragraph 2 below.

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

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

2. In further pursuance of this policy, Consultants shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, 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.

3. Consultants and public officials shall be also aware of the provisions stated in sections 51 and 52 of the Public Procurement Act which can be consulted on the website of the Procurement Policy Office (PPO) : *ppo.govmu*.org.

4. Consultants shall furnish information on commission and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the contract, as required in the Financial Proposal submission form (Section 4).

5. The Clients commits itself to take all measures necessary to prevent fraud and corruption and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the proposal for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to. If the Clients obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of Mauritius or if there be a substantive suspicion in this regard, he will inform

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

the relevant authority(ies)and in addition can initiate disciplinary actions. Furthermore, such proposal shall be rejected.

III. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	**The Contract shall be construed in accordance with the law of** Mauritius.
4.1	**The language is:**_____ *[insert the language].*
6.1 and 6.2	**The addresses are** *[fill in at negotiations with the selected firm]***:** Client : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted):_____ Consultant : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted) :_____
8.1	*[If the Consultant consists only of one entity, state "N/A";* *OR* *If the Consultant is a Joint Venture, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]* **The Lead Member on behalf of the JV is** _____ _____ *[insert name of the member]*
9.1	**The Authorized Representatives are:** **For the Client:** *[name, title]*_____ **For the Consultant:** *[name, title]*_____
11.1	*[Note: If there are no effectiveness conditions, state "N/A"]* *OR*

	List here any conditions of effectiveness of the Contract, e.g., receipt by the Consultant of an advance payment, and by the Client of an advance payment guarantee (see Clause SCC45.1(a)), etc.] **The effectiveness conditions are the following**: *[insert "N/A" or list the conditions]*
12.1	**Termination of Contract for Failure to Become Effective:** **The time period shall be _____** *[insert time period, e.g.: four months]*.
13.1	**Commencement of Services:** **The number of days shall be_____** *[e.g.: ten]*. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	**Expiration of Contract:** **The time period shall be** _____ *[insert time period, e.g.: twelve months]*.
21 b.	**The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3** Yes_____ No _____
23.1	**No additional provisions.** *[OR* The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations: "Limitation of the Consultant's Liability towards the Client: (a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:

	(i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract; (b) This limitation of liability shall not (i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the *[insert "*Applicable Law*", if it is the law of the Client's country, or insert "*applicable law in the Client's country*", if the Applicable Law stated in Clause SCC1.1 (b) is different from the law of the Client's country].* *[Notes to Public Body: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client prior to accepting any changes to what was included in the issued RFP.* *In this regard, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable. Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.* *The Client should not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client's country.]*
24.1	**The insurance coverage against the risks shall be as follows:** *[Delete what is not applicable except (a)].*

	(a) Professional liability insurance, with a minimum coverage of _____ *[insert amount and currency which should be not less than the total ceiling amount of the Contract]*; (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of *[insert amount and currency or state "in accordance with the applicable law in the Client's country"]*; (c) Third Party liability insurance, with a minimum coverage of *[insert amount and currency or state "in accordance with the applicable law in the Client's country"]*; (d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
27.1	*[If applicable, insert any exceptions to proprietary rights provision_____]*
27.2	*[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:* [**The Consultant shall not use these** *[insert what applies…….**documents and software……..]*** **for purposes unrelated to this Contract without the prior written approval of the Client**.] *[OR]* [**The Client shall not use these** *[insert what applies…….**documents***

	and software……..] **for purposes unrelated to this Contract without the prior written approval of the Consultant.]** *[OR]* **[Neither Party shall use these** *[insert what applies…….**documents and software……..]*** **for purposes unrelated to this Contract without the prior written approval of the other Party.]**

For lump sum contract **32.1** **(a) through (e)** **Or** ***For Time-based contract*** **35.1 (a) through (e)**	*[List here any changes or additions to Clause GCC 32.1. If there are no such changes or additions, delete this Clause SCC 32.1.]* *Or* *[List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 35.1(f).]*
32.1(f)	*[List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 32.1(f).]*
38.1	**The Contract price is:** _____ *[insert amount and currency for each currency as applicable] inclusive of [indicate:* **of local indirect taxes and taxes on the remunerations.**
39.1 and 39.2	For applicable laws regarding indirect taxes, duties, fees, and other impositions levied, Consultants are required to contact the Mauritius Revenue Authority (MRA). With respect to temporary admissions, the temporary admission regime under the Customs Act will apply. Details of contact for the MRA is: Mauritius Revenue Authority Ehram Court, Cnr Mgr. Gonin & Sir Virgil Naz Streets, Port Louis, Mauritius Tel: +230 207 6000 ●Fax: +230 207 6053 • Email:largetaxpayer@mra.mu • Website: http://mra.mu
	The Client shall reimburse the Consultant, the Sub-consultants and the Experts" any indirect taxes, duties, fees, levies and other

	impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of: **(a) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;** **(b) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;** **(c) (i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and** **(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.**
41.2	**The payment schedule:** ***[****Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A****]*** **1st payment:** *[insert the amount of the installment, percentage of the total Contract price, and the currency. If the first payment is an advance payment, it shall be made against the bank guarantee for the same amount as per GCC 41.2.1]* **2nd payment: _____** **……:_____** **Final payment: _____** *[Total sum of all installments shall not exceed the Contract price set up in SCC38.1.]*
41.2.1	*[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank/insurance payment guarantee should be in*

	the same currency(ies)] The following provisions shall apply to the advance payment and the advance bank/insurance payment guarantee: (1) An advance payment [of *[insert amount]* in foreign currency] [and of *[insert amount]* in local currency] shall be made within *[insert number]* days after the receipt of an advance bank/insurance payment guarantee by the Client. The advance payment will be set off by the Client in equal portions against [list the payments against which the advance is offset]. (2) The advance bank/insurance payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment. (3) The bank/insurance guarantee will be released when the advance payment has been fully set off.
41.2.4	**The accounts are:** for foreign currency: *[insert account]*. for local currency: *[insert account]*.
42.1	**The interest rate is**: *[insert rate]*….per annum
45.1	*[In contracts with foreign consultants, the Bank requires that the international commercial arbitration in a neutral venue is used.]* **Disputes shall be settled by arbitration in accordance with the following provisions:** 1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to *[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]* for a list of not fewer than five (5) nominees and, on receipt of such list, the

	Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, *[insert the name of the same professional body as above]* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]*. (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *[name the same appointing authority as in said paragraph (b)]* to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

	2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract. 3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator. 4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country *[**Note**: If the Consultant consists of more than one entity, add:* or of the home country of any of their members or Parties*]* or of the Government's country. For the purposes of this Clause, "home country" means any of: (a) the country of incorporation of the Consultant *[**Note**: If the Consultant consists of more than one entity, add:* or of any of their members or Parties*]*; or (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	5. Miscellaneous. In any arbitration proceeding hereunder: (a) proceedings shall, unless otherwise agreed by the Parties, be held in *[select a country which is neither the Client's country nor the Consultant's country]*; (b) the *[type of language]* language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be

	enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]

……

APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

……

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]

When the Consultant has been selected under Quality-Based Selection method, also add the following:

> "The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Consultants' Representations regarding Costs and Charges" submitted by the Consultant to the Client prior to the Contract's negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract*."]*

Model Form I
Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges[1]	Overhead[1]	Subtotal	Profit[2]	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Ra per Working Month/Day/Hou
Home Office									
Work in the Client's Country									

1 Expressed as percentage of 1
2 Expressed as percentage of 4

* If more than one currency, add a table

Signature _____ Date _____

Name and Title: _____

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 41.2.1 and SCC 41.2.1]

{Guarantor letterhead or SWIFT identifier code}

Bank/Insurance Guarantee for Advance Payment

Guarantor: _____ *[insert commercial Bank/Insurance's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[insert Name and Address of Client]*

Date: _____*[insert date]*____

ADVANCE PAYMENT GUARANTEE No.: _____*[insert number]*_____

We have been informed that _____ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. _____ *[reference number of the contract]* dated ___*[insert date]*_____ with the Beneficiary, for the provision of _____ *[brief description of Services]* (hereinafter called "the Contract").

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

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____) *[amount in words]*[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's ~~a~~ written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

(a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
(b) has used the advance payment for purposes other than toward providing the Services under the Contract.

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 Consultant on their account

[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 Client.

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 Consultant as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of *_[month]_____, [year]__*,[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.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

_____

[signature(s)]

{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}

[2] Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client 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 Client 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 Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."