



Construction Industry Development Board

Request for Proposal

for

the Provision of

Consultancy Services for Implementation of a Quality Management System (ISO 9001:2015) at the CIDB

Procurement Reference No.: CIDB/RFP/01/20

Date Issued: 19 November 2020

**Client: Construction Industry Development Board
5th Floor, Mutual Aid Building II
5 Guy Rozemont Square
Port Louis 11327
Mauritius**

Request for Proposal

LETTER OF INVITATION

Dear Sir,

**Subject: Consultancy Services for Implementation of a
Quality Management System (ISO 9001:2015) at the CIDB**

1. You are hereby invited to submit technical and financial proposals for the above-named consultancy services, which could form the basis for future negotiations and ultimately, a contract between you and the Construction Industry Development Board (CIDB).
2. The purpose of this assignment is to:
 - (a) Create, implement and audit a Quality Management System (QMS) certifiable to ISO 9001:2015
 - (b) Obtain an ISO 9001:2015 certification
 - (c) Establish mechanisms to maintain and sustain the CIDB QMS
 - (d) Develop skills and capabilities of CIDB's Management and staff to prepare them for achieving the ISO 9001:2015 certification.
3. The following documents are enclosed to enable you to submit your proposal:
 - (a) the Terms of Reference (TOR) (Annexure 1);
 - (b) supplementary information for consultants, including a suggested format of curriculum vitae (Annexure 2); and
 - (c) a sample format of the Service Contract under which the service will be performed (Annexure 3).
4. Any request for clarification should be forwarded via facsimile 211 0380 or e-mail at cidbmauritius@intnet.mu addressed to the same person mentioned in para. 7 below. Request for clarifications should be received at least 14 days prior to the deadline set for submission of proposals in para. 7.
5. The Government of the Republic of Mauritius requires that bidders participating in the procurement in Mauritius observe the highest standard of ethics during the procurement process and execution of contracts.

Consultants are advised to consult the website of the Procurement Policy Office of Mauritius ppo.govmu.org to acquaint themselves with the legislations related to procurement in Mauritius.

6. Eligibility

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

7. Submission of Proposals

The proposals from the consultants shall be submitted in two separate envelopes, viz., Technical and Financial, and should follow the form given in the "Supplementary Information for Consultants." The envelopes should be addressed to the Executive Director of the Construction Industry Development Board.

The Proposal submission address is:

**The Tender Box
Construction Industry Development Board
6th Floor, Mutual Aid Building II
5, Guy Rozemont Square Port Louis 11327**

Proposals must be submitted not later than the following date and time: **Friday, 18 December 2020 by 13 00 hrs.**

Proposals should **not** be forwarded by electronic mail.

8. Evaluation of Proposals

<p>8.1 Evaluation of Technical Proposals</p>	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <p style="text-align: right;"><u>Points</u></p> <p>(i) Specific experience of the Consultant in similar assignment(s) involving establishing, developing, implementing, managing and maintaining Certification of Quality Management System (QMS) based on ISO 9001:2015:</p> <p style="margin-left: 20px;">a) number of similar assignments undertaken successfully: 2 [15] b) number of similar assignments undertaken successfully: 3 [20] c) number of similar assignments undertaken successfully: 4 or more [25]</p> <p style="text-align: right; margin-left: 100px;">Total points for criterion (i): [25]</p> <p>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</p> <p style="margin-left: 20px;">a) Technical approach and methodology [0-20] b) Work plan [0-10]</p> <p style="text-align: right; margin-left: 100px;">Total points for criterion (ii): [30]</p> <p>(iii) Key professional staff qualifications and competence for the assignment:</p> <p style="margin-left: 20px;">a) Certified ISO 9001 Lead Implementer or equivalent qualification(s) acceptable to the CIDB. [0-30]</p> <p style="text-align: right; margin-left: 100px;">Total points for criterion (iii): [30]</p> <p>The number of points to be assigned to the above position shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p style="margin-left: 20px;">1) General qualifications [30%] 2) Adequacy for the assignment [60%] 3) Experience in region and language [10%]</p> <p style="text-align: right; margin-left: 100px;">Total weight: 100%</p> <p>(iv) Suitability of the transfer of knowledge (training) program:</p> <p style="margin-left: 20px;">a) Relevance of training program [0-3] b) Training approach and methodology [0-5] c) Qualifications of experts and trainers [0-7]</p> <p style="text-align: right; margin-left: 100px;">Total points for criterion (iv): [15]</p> <p style="text-align: right; margin-left: 100px;">Total points for the four criteria: 100</p> <p>The minimum technical score S_t required to pass is: 50 Points</p>
<p>8.2 Evaluation of Financial Proposals</p>	<p>The formula for determining the financial scores is the following:</p> $S_f = 100 \times F_m / F$ <p>in which,</p> <ul style="list-style-type: none"> • S_f is the financial score, • F_m is the lowest price, and • F the price of the proposal under consideration <p>The weights given to the Technical and Financial Proposals are:</p> <ul style="list-style-type: none"> • $T = 0.7$, and • $F = 0.3$

9. Deciding Award of Contract

Qualification and experience of the consultants shall be considered as the paramount requirement. The proposals will be evaluated on the basis of a maximum of 70 marks for Technical Proposals and 30 marks for Financial proposals. Proposals from consultants should score at least 50 marks for the Technical Proposals to be retained for further consideration.

Only those consultants scoring a total of 70 marks on the overall assessment shall be considered for the assignment. Negotiations will start with the Consultant scoring the highest marks and if negotiation is not successful, negotiation will start with the next best ranked Consultant and so on until an agreement is reached. Should you be contacted for negotiations, you must be prepared to furnish the detailed cost break-down and other clarifications to the proposals submitted by you, as may be required to adjudge the reasonableness of your price proposals.

10. Please note that the CIDB is not bound to select any of the consultants submitting proposals.
11. It is estimated that the maximum duration of the assignment shall be for a period of **180 calendar days**. You should base your financial proposal on these figures, giving an indication of man-months considered necessary by you to undertake the assignment. The rate proposed in your submission will be applied in case the duration of the assignment is to be extended.
12. You are requested to hold your proposal valid for 60 days from the deadline for submission of proposals during which period you will maintain without change, your proposed price. The CIDB will make its best efforts to finalize the agreement within this period.
13. Please note that the cost of preparing a proposal and of negotiating a contract is not reimbursable as a direct cost of the assignment.
14. Assuming that the contract can be satisfactorily concluded, you will be expected to take up/commence with the assignment within one (1) week's time thereafter.

15. Tax Liability

Please note that the remuneration which you receive from this contract will be subject to normal tax liability in Mauritius.

Consultants are requested to contact the Mauritius Revenue Authority at the following address to obtain the relevant information in this respect.

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>

16. The Consultant shall meet the cost of any insurance and/or medical examination or treatment required by him/her in the course of performing the services.
17. We commit ourselves to maintain the highest standard of integrity and ethical principles during all stages of the procurement cycle.
18. The CIDB would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

R. Bahadoor
Executive Director

Enclosures:

Annexure 1: Terms of Reference.

Annexure 2: Supplementary Information to Consultant.

Annexure 3: Draft contract under which service will be performed.

TERMS OF REFERENCE

Part 1. Background

The Construction Industry Development Board (CIDB) is a statutory body established under the CIDB Act 2008 and operates under the aegis of the Ministry of National Infrastructure and Community Development. The CIDB is governed by a Council comprising 11 members including the Chairperson. It is the regulatory body for the construction industry in Mauritius. Among its other functions, the CIDB also registers Consultants, Contractors, Suppliers and other Service Providers operating in the construction sector.

CIDB aims at providing leadership and guidance towards the development of a competitive and world class construction industry. CIDB is provided with a comprehensive set of objects and functions which enable it to ensure the proper development of the construction industry.

Part 2. The Objectives:

In order to become more efficient and improve its service delivery, the CIDB has decided to proceed with the implementation of an ISO 9001:2015 compliant Quality Management System.

Hence, the CIDB, referred to as the “Client”, intends to appoint a Consultant to provide the necessary Consultancy Services in order to assist the CIDB to obtain the ISO 9001:2015 Quality Management System certification. Such services comprise establishing, documenting, implementing, maintaining and continually improving the quality management system, and providing advice as well as information to CIDB as necessary.

The assignment aims to:

- 1) Develop skills and capabilities of CIDB’s Management and staff to prepare them for achieving the ISO 9001: 2015 certification as follows:-
 - a) Conduct ISO 9001:2015 awareness and orientation course/s to enhance the understanding and appreciation of CIDB staff on the principles and requirements of ISO 9001:2015,
 - b) Facilitate workshop/s on documentation requirements,
 - c) Conduct Internal Audit Training/ Workshops involving,
 - i) Gap Analysis
 - ii) Root Cause Analysis
 - iii) Internal Quality Audit
 - d) Carry out other related training sessions;

- 2) Obtain an ISO 9001:2015 certification
- 3) Establish mechanisms to maintain and sustain the CIDB's QMS.

Part 3. The Services:

The scope of the Consultant's services includes, but is not limited to, the following:

- (a) Conducting awareness and orientation activities for CIDB staff and involving them actively in the quality management system realisation;
- (b) Conducting situation appraisal to determine initial improvement of the workplace and implement appropriate techniques, such as the 5S methodology;
- (c) Assisting the CIDB to ensure that the design and the implementation of the quality management system is suited to the CIDB's culture, characteristics, and specific business environment;
- (d) Advising and supporting the organisation in identifying the appropriate processes needed for its quality management system and defining the relative importance, sequence and interaction of those processes;
- (e) Assisting the organisation in identifying needs for documentation to ensure the effective planning, operation and control of its processes;
- (f) Ensuring compliance through documentation of processes towards certification as follows:
 - a. Development and drafting of Quality Management System manuals and documents;
 - b. Establishment and documentation of process flows for the CIDB procedures;
 - c. Development of detailed instructional manuals;
- (g) Evaluating the effectiveness and efficiency of the quality management system processes to stimulate the organisation to look for opportunities for improvement;
- (h) Conducting Pre-assessment audit (internal audit) to determine CIDB's readiness for certification audit;
- (i) Assisting the Internal Control Unit (ICU) in conducting internal audit of at least two (2) processes;
- (j) Assisting in the selection of ISO certifying body (contact and coordinate with the third party international ISO certifying body);
- (k) Assisting the CIDB throughout the ISO 9001 journey (ISO registration audit) until ISO 9001:2015 certification is achieved;
- (l) Assisting the CIDB to correct findings during the registration audit;
- (m) Assisting in the implementation of ISO 9001:2015;
- (n) Assisting the CIDB in the establishment mechanism and training needs to maintain and sustain the CIDB QMS;

- (o) Monitoring and evaluating the implementation of the project and adopting necessary measures to ensure that the highest possible levels of professionalism, quality and impact are attained;
- (p) Preparing and submitting executive summary and terminal report after the completion of the ISO project;
- (q) Providing the CIDB with ISO related materials; and
- (r) Assisting the organisation, where applicable, to identify the relationship between its quality management system and any other relevant management system (e.g. environmental or occupational health and safety) and facilitate the integration of such systems.

Part 4. Consultant's Output

Phase 1 – Creation of the Quality Management System

The Consultant would be required to carry out the following activities during the first phase, that is, creation and realisation of the quality management system:

- a) Information of the main requirements of the quality management standard, and the roles of the Client and the Consultant in quality management design and development should be well communicated to the Client.
- b) Assistance to be given to the Client on the analysis of the needs and expectations of the Client's customers (registered parties and applicants) and other relevant stakeholders such as Ministries.
- c) Assistance to be given to the Client on establishing the CIDB's strengths and weaknesses, opportunities and threats
- d) Assistance to be given to the Client on defining the quality policy and objectives as a basis for planning the quality management system
- e) Carry out an in-depth analysis of the organisational structure of the CIDB, registration processes, filing system, channels of communication and existing interfaces, including the identification of the processes and responsibilities needed to achieve the quality objectives and definition of sequence and interactions among such processes.
- f) Set up a plan for defining the quality management system architecture and identify and develop procedures needed for the quality management system
- g) Review the results of the analysis carried out and of the plan.
- h) Identify internal resources needed to achieve the organisation's quality objectives
- i) Training the persons responsible for developing activities for the quality management system realisation and CIDB's other personnel involved.
- j) Assist the CIDB in identifying and defining the processes, interrelation of processes and prepare necessary procedures, including procedures for record maintenance.
- k) Align the interrelated processes and relevant procedures to avoid inconsistencies, gaps and overlaps.
- l) Training all personnel involved with the quality management system.
- m) Assist the CIDB in the implementation of the quality management system.

Phase 2 –Implementation of the Quality Management System and Auditing

The Consultant would be required to carry out the following activities during the implementation and audit phase:

- a) Training of internal auditors, emphasising auditing concepts, audit question development and audit report preparation and other required training.
- b) Development of a programme for internal audits.
- c) Participation in an initial series of internal audits, together with internal auditors, to provide them with additional training (including writing audit reports and reports of non-conformities) and assistance in the formalisation of detected nonconformities and their causes.
- d) Assisting the CIDB in conducting effective management review meetings.
- e) Assisting with any implementation difficulties, focusing on corrective action and preventive actions including nonconformities detected as a result of an audit.
- f) Assisting with continual improvement of the implementation process.
- g) Information about certification issues including pre-assessment or readiness audit.

Phase 3 –Certification

The Consultant would subsequently assist the CIDB in obtaining the certification ISO 9001:2015 from an accredited institution.

Part 5. Facilities to be provided by the CIDB

The CIDB will provide relevant documentation already available to facilitate the Consultant's assignment. Any other facilities required for the successful completion of this assignment should be clearly outlined in the Consultant's proposal and will be negotiated prior to award.

Part 6. Training

The Consultant shall identify the training needs of relevant employees so that they can perform the ongoing evaluation, maintenance and improvement of the quality management system.

Part 7. Progress Meetings

Meetings would be held at least twice a month or as and when required to evaluate the progress in implementing the system and the performance of the consultant. At each of these meetings, progress in terms of the plan and the budget for quality management system realization activities shall be reviewed. Documented progress reports should be submitted by the Consultant to the CIDB.

Part 8. Contract duration and fees

(a) Duration of initial contract

The duration of the contract shall be 180 calendar days, as detailed hereunder:

Activity	Timeframe
Phase 1 – Creation of the Quality Management System	30 days
Phase 2 –Implementation of the Quality Management System and Auditing	90 days
Phase 3 –Certification	60 days

The above timeframe is only indicative. The Consultant may establish an appropriate programme for delivery of services, clearly setting out the detailed plan with agreed milestones and outputs. After agreement on the programme, the Consultant shall proceed with the project and shall take all reasonable steps to ensure that all targets are met within the project’s duration.

It will be the Consultant’s responsibility to submit advance / timely notification to the Client on potential delays for the latter to decide on appropriate actions. Notwithstanding the foregoing, the Consultant will be fully responsible for providing timely notification on any potential delay and for submitting all relevant particulars immediately after occurrence of any delay such that appropriate amendments may be brought to the services programme.

The Consultant should allow in his proposal a reasonable period for review by the Client of each deliverable.

(b) State whether contract is on a lump-sum or time-based

The contract will be on a lump-sum basis.

(c) Payment

The schedule of payment shall be:

SN	Milestone	Payment (%)
1	Submission and Approval of Detailed Inspection Report	10
2	Submission and Approval of Gap Analysis Report	10
3	Submission and Approval of Quality Manual and successful	10

	creation of the QMS	
4	Submission and Approval of Detailed Internal Audit Report and successful implementation and auditing of the QMS	30
5	Obtaining ISO 9001:2015 Certification	25
6	Satisfactory Completion of Training	15

Due date for payment is within twenty-eight (28 days) from the date of receipt of the payment application by the Client.

Part 9. Qualifications of the Consultant

The minimum qualifications and experience of the Consultant required for this assignment are as follows:

- a) **Qualifications:** Possesses at least a Professional Evaluation and Certification Board (PECB) Certification in ISO 9001 namely “*PECB Certified ISO 9001 Lead Implementer*”, or certification acceptable to the CIDB
- b) **Experience in Quality Management:** At least five (5) years professional experience working with government/ private/ non-government agencies on quality management systems
- c) **Experience in implementation of a Quality Management System:** Completed satisfactorily at least two (2) quality management system implementations in an organisation
- d) **Experience in training:** Completed at least two (2) training programmes on ISO 9001:2015 project implementation

Part 10. Deliverables

The successful bidder shall commence work within the time period specified under the contract, and shall submit at least the following deliverables:

- Detailed Inspection Report (including the Detailed Project Plan) (to be submitted within two weeks after commencement of services) outlining the time schedule for activities as stated in the Scope of Works
- Gap Analysis Report and Detailed Implementation Plan based on the gap analysis
- Guidance in the development of outstanding documentation, policies, manuals, procedures, work instructions and records.
- Training Materials and Attendance certificates for staff trained on auditing, etc.
- Quality Manual with Annexure, Procedures, Checklist etc.
- Onsite support for implementation and implementation status report with recommendations.

- Performing Onsite Audit with the qualified auditors and submission of Detailed Internal Audit Report, including identified non conformities and gaps, and further training
- Monthly Progress Reports presented to the ISO team and which will be periodically reviewed throughout the duration.

Part 11. Deciding Award of Contract

Qualifications and experience of the Consultant shall be considered as being of paramount importance for this assignment.. The Consultant is expected to be fluent in English, and be able to work closely with the CIDB staff. All documentation shall be in English.

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals

1. Proposals should include the following information:

(a) Technical Proposals

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

(b) Financial Proposals

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

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

Contract Negotiations

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

Once these matters have been agreed, financial negotiations will take place.

Review of reports

4. The CIDB will review all reports and suggest any modifications/changes considered necessary within 15 days of receipt. All draft and final reports should be submitted in three hardcopies each and one softcopy.

FORM NO.F-1

From: _____

To: _____

Sir,

Subject: Consultancy Services for Implementation of a Quality Management System (ISO 9001:2015) at the CIDB

I/We _____ herewith enclose Technical and Financial Proposals for selection as Consultant for the Construction Industry Development Board.

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

I/we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption during our participation in the bidding process and we commit ourselves to observe the same principles if the contract is awarded to me/us and during its execution. We understand that transgression of the above is a serious offence and appropriate actions will be taken against me/us.

Yours faithfully

Signature: _____

Full name: _____

and address: _____

FORMAT OF CURRICULUM VITAE (CV) FOR CONSULTANT

Name of Consultant: _____

Profession: _____

Date of Birth: _____

Nationality: _____

Membership in Professional bodies: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

Date: Day/Month/Year

[Signature of Consultant]

Full name of Consultant: _____

**ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING
LAST 5 YEARS**

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

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

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

Cost Estimate of Services¹

Remuneration:

Consultant Name	Monthly Rate (in currency)	Working Months	Total Cost (in currency)
_____	_____	_____	_____
Sub-Total (Remuneration)			_____

Out-of-Pocket Expenses² :

(a) Per Diem ³ :	Room charge	Subsistence	Total	Days	
	_____	_____	_____	_____	_____
(b) Air fare					_____
(c) Lump Sum Miscellaneous Expenses ⁴ :					_____
Sub-Total (Out-of-Pocket)					_____
Contingency Charges:					_____
Total Estimate:					_____

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

² Reimbursable at cost with supporting documents/receipts unless otherwise specified.

³ Per Diem is fixed per calendar day and need not be supported by receipts.

⁴ To include reporting costs, visa, inoculations, routine medical examination, minor surface transportation and communications expenses, portage fees, in-and out expenses, airport taxes, and such other travel related expenses as may be necessary.

Annexure 3

CONTRACT No. _____

SERVICE CONTRACT

BETWEEN

CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

AND

----- CONSULTANT

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THIS SERVICE CONTRACT entered into this *[date]* , between the **Construction Industry Development Board** (hereinafter called the "Client") and (hereinafter called the "Consultant").

WITNESS THAT:

WHEREAS the **Construction Industry Development Board** has determined the need to procure the services described, implied or referred to in this Contract, subject to the terms and conditions hereinafter set forth;

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

NOW THEREFORE the parties hereto have agreed as follows:

ARTICLE I
SCOPE OF SERVICES

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

ARTICLE II
COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT

2.1 The Consultant shall commence the Services within one week upon signature of the present Contract, and shall carry out the Services in a manner most suited to the requirements of the Contract and in accordance with the schedules and time limits established under the Terms of Reference (**Annex I**) or indicated by the Construction Industry Development Board.

2.2 The Services shall be for **180 calendar days**, or whatever period as indicated by the Construction Industry Development Board, beginning on the date of commencement of the Services.

ARTICLE III

DUTIES OF THE CONSULTANT

3.1 The Consultant shall perform the services with all due care, diligence and efficiency, in accordance with the highest standards of professional competence, organization and responsibility, and in a manner acceptable to the Construction Industry Development Board.

3.2 The Consultant shall:

(a) regularly report to, and obtain direction and guidance from the Construction Industry Development Board on all matters arising from or relating to the present Contract;

(b) promptly comply with such instructions as may be issued from time to time by the Construction Industry Development Board in connection with the performance of the services.

3.3 The Consultant shall perform the services to the satisfaction of the Public body in accordance with the Terms of Reference and at such intervals as the Public body may require.

3.4 The Consultant shall keep and maintain accurate and complete accounts in respect of expenditure incurred under the present Contract in such form and detail as shall be satisfactory to the Construction Industry Development Board for the purposes of making payment or settlement under the Contract, where applicable.

3.5 The Consultant shall meet the cost of any insurance and/or medical examination or treatment required by him/her in the course of performing the services.

- 3.6 The Consultant shall seek and obtain any visas or residence permits that he/she may require to carry out the services and perform his/her obligations under the present Contract. The Construction Industry Development Board shall, as necessary, assist the Consultant in obtaining such visas and/or permits.

ARTICLE IV

PAYMENT FOR THE SERVICES

- 4.1 The Construction Industry Development Board shall pay to the Consultant, in respect of the services, the various amounts specified in **Annex II** to this Contract (hereinafter referred to as the "Contract Amount").
- 4.2 The Contract Amounts shall be paid to the Consultant in accordance with the modalities specified in **Annex II** to the present Contract, which forms an integral part hereof.

ARTICLE V

CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

- 5.1 All documents, statistics, reports, data and other information provided, created, obtained or made available to the Consultant in connection with or by virtue of the present Contract, shall be treated as confidential by the Consultant, and the Consultant shall not be entitled to use or make copies of them for any purpose that is not related to the present Contract.
- 5.2 The documents, statistics, reports and data under the preceding paragraph shall, upon the completion of Services or termination of this Contract, be promptly returned to the Construction Industry Development Board.
- 5.3 Any study, report or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client.

ARTICLE VI
ASSIGNMENT AND SUB-CONTRACTING

- 6.1 Except with the prior written consent of the Construction Industry Development Board, the Consultant shall not:
- (a) in whole or in part, assign, transfer or otherwise dispose of, his/her rights or obligations under the present Contract;
 - (b) sub-contract, or otherwise transfer responsibility for, the whole or any part of the Services.

ARTICLE VII
LIABILITY OF THE CONSULTANT

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

ARTICLE VIII
FORCE MAJEURE

- 8.1 Neither party to the present Contract shall be responsible for any delay or failure to perform the obligations under the Contract if the delay or failure is attributable to force majeure.

8.2 In the event of force majeure which delays performance of the whole or any part of the present Contract for more than **sixty (60) days**, either party shall have the right, by notice in writing to the other party, to terminate the Contract.

8.3 For purposes of this Article, an event of force majeure shall mean an unforeseen and unavoidable event beyond the reasonable control and contemplation of the party invoking the existence of such event, and which impacts directly on the discharge of the obligation under the Contract.

ARTICLE IX

TERMINATION OF CONTRACT

9.1 The Construction Industry Development Board may, upon giving not less than **seven (7) days'** notice in writing to the Consultant, terminate the present Contract for cause if the Consultant has failed to perform the Services or to comply with his/her other obligations under the Contract.

9.2 The Construction Industry Development Board may, at its option, terminate this Contract when it is in the interest of or for the convenience of the Construction Industry Development Board to do so, provided that the Consultant shall in that event be given a notice of not less than **fifteen (15) days** of such termination.

9.3 The Consultant may terminate the present Contract if the Construction Industry Development Board has, within a period of forty **five (45) days** after the due date, failed to pay any amount due to him/her in respect of which no dispute has arisen.

9.4 The parties hereto may by mutual agreement terminate this Contract.

9.5 If the present Contract is terminated under this Article, the Construction Industry Development Board shall be liable only for payment, in accordance with the payment provisions of the Contract, for the Services actually rendered prior to the effective date of termination, together with such other amounts incidental to the termination as may be reasonable in the circumstances.

ARTICLE X
DISPUTE SETTLEMENT

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

ARTICLE XI
MODIFICATION OR AMENDMENT

- 11.1 Except by mutual agreement in writing between the parties, no change, modification or amendment shall be made to the present Contract.
- 11.2 Notwithstanding the preceding paragraph, the Public body may at any time order or require changes in the scope of the Services. If such changes add to or reduce the cost of the Services, the Contract Amount shall be adjusted accordingly.

ARTICLE XII
EFFECTIVE DATE

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

ARTICLE XIII
CHANNEL OF COMMUNICATIONS AND NOTICE

- 13.1 For the purposes of the present Contract, the authorized representative of the Construction Industry Development Board shall be the Executive Director or such other officer as he may designate for this purpose.
- 13.2 Any communication, notification, submission, notice, demand or request under the present Contract shall be deemed to have been duly transmitted if it shall have been delivered by hand, mail, or facsimile by either party to the other at the appropriate address indicated below, or at such other address as that other party may have indicated:

For the (Public Body) :

Mail Address : Construction Industry Development Board
5th Floor, Mutual Aid Building II
5, Guy Rozemont Square, PORT-LOUIS 11327

Telephone : (230) 211 7878

Fax : (230) 211 0380

E-mail : cidbmauritius@intnet.mu

For the Consultant :

Mail Address : _____

Telephone : _____

E-mail : _____

ARTICLE XIV

GOVERNING LAW

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

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

FOR THE Public Body

FOR THE CONSULTANT

Annex 1- Terms of Reference
Annex 2- Contract Amount and Method of Payment