



STANDARD REQUEST FOR PROPOSAL

for

Service Provider

Under the

Expert Skills Scheme



Ministry of Arts and Culture

Request for Proposal(RFP)

F o r

**Provision of Expert Services under the
Expert Skills Scheme**

Procurement No: MAC/RFP/02/ 2017-18

Issued on: 20 December 2017

Ministry of Arts and Culture
7th Floor, Renganaden Seeneevassen Building
Cnr Maillard & Pope Hennessy Streets
Port Louis
Tel No: 212 1850 /211 3178/ Fax No: 211 5651



MINISTRY OF ARTS AND

CULTURE

7th Floor, R. Seeneevassen Building,
Cnr Maillard and Pope Hennessy Streets, Port Louis
Tel No.: 212 2112/212 9993 – Fax No.: 211 0681

Request for Proposal(RFP)

LETTER OF INVITATION

To: As per Annex

Dear Sir/ Madam,

Provision for the Services of one Project Manager on contract basis

1. You are hereby invited to submit your technical proposals for the Provision of the Services of a Project Manager on contract basis required under **Expert Skills Scheme** for the Ministry of Arts and Culture which could form the basis for a contract between you and the Ministry of Arts and Culture
2. The purpose of this assignment is for the provision of the services of a Project Manager on contract basis.
3. The following documents are enclosed to enable you to submit your proposal:
 - (a) Terms of Reference (Annexure 1);
 - (b) supplementary information for Experts (Service Providers), including a suggested format of curriculum vitae (Annexure 2); and
 - (c) sample format of the Service Contract under which the service will be performed (Annexure 3).
4. Any request for clarification should be forwarded **via e-mail to metienne@govmu.org** Request for clarifications should be received seven days prior to the deadline set for submission of proposals as at para. 7.
5. The Government of the Republic of Mauritius requires that bidders/suppliers/contractors participating in the procurement in Mauritius observe the highest standard of ethics during the procurement process and execution of contracts. Service providers are advised to consult the website of the Procurement Policy Office of Mauritius ppo.govmu.org to acquaint themselves with the legislations related to procurement in Mauritius.
6. **Eligibility**
 - 6.1 (a) A service provider 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 service providers appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.

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

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

7. Submission of Proposals

The technical proposals from the service providers shall be submitted in an envelope, and should follow the form given in the "Supplementary Information for Service Providers" and should be deposited in the Tender Box located at **7th Floor, Renganaden Seeneevassen Building, Cnr. Maillard and Pope Hennessy Streets, Port Louis not later than 13 30 hrs on Wednesday 24 January 2018**. Quotations by post or hand delivered should reach **the above address** by the same date and time.

Late bids will be rejected.

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

8. Criteria and point system

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

SN	Criteria	Points
(i)	Adequacy of the proposed technical approach, methodology and work plan in responding to the Terms of Reference	10
	a) Technical approach and methodology	15
	b) Work plan	10
	c) Clear deliverables	
(ii)	Service provider qualifications and competence for the assignment	
	a) General qualifications	20
	b) Competency for the assignment	15

	c) Proven Experience in related field	15
(iii)	Training of in-house personnel	
	a) Relevance of training program	5
	b) Training approach and methodology	5
	c) Experience of experts in training	5

Total points for the above criteria: 100. The minimum score required to pass is: **50 Points.**

9. **Deciding Award of Contract**

Qualification and experience of the service providers shall be considered as the paramount requirement. Only those service providers scoring a total of 50 marks on the overall assessment shall be considered for the assignment. The service provider will be selected on Quality and Fixed budget basis method.

10. Please note that the Ministry of Arts and Culture is not bound to select any of the service providers submitting proposals.

11. It is estimated that the minimum duration of the assignment shall be for a period of **2 years**

12. Please note that the cost of preparing a proposal is not reimbursable as a direct cost of the assignment.

13. Assuming that the contract can be satisfactorily concluded in fifteen days, you will be expected to take up/commence with the assignment in one week's time after conclusion.

14. Tax Deduction at Source will be applicable to Professionals in line with applicable tax laws.

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

17. We commit ourselves to maintain the highest standard of integrity and ethical principles during all stages of the procurement cycle.

18. We would appreciate if you would inform us by facsimile (2115651)/email **metienne@govmu.org**

- (a) your acknowledgment of the receipt of this Letter of Invitation; and
- (b) whether or not you will be submitting the proposal.

19. The Ministry of Arts and Culture would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

F. Jhangeer
AMPS
For Permanent Secretary

Enclosures:

Annexure 1: Terms of Reference

Annexure 2: Supplementary Information to Experts (Service Providers)

Annexure 3: Draft contract under which service will be performed

TERMS OF REFERENCE

Provision of the Services of Project Manager on contract basis under the Expert Skills Scheme

1. Background

The Ministry of Arts and Culture is in the process of implementing a series of projects for the promotion of artistic creativity and cultural development among others the creation of a “Village des Artistes” at Batterie de L’Harmonie, the construction of a Palais des Arts et de la Culture. In this connection, the services of a Project Manager is of utmost importance to enable Government to achieve the objectives as enunciated in the Budget Speech 2017-18.

Overview of Projects

1. Renovation and Development at “Batterie de L'harmonie”;
2. Development of a “Lakaz Artiste”(Stade Musical);
3. Development of a History and Culture Museum;
4. Development of an Intercontinental Slavery Museum;
5. Development of a Maroonage Museum at Le Morne;
6. Development of a “Gallerie d'Art Nationale” (National Art Gallery);
7. Designing and Supervision of construction of an Open Air Museum at Trou Chennile
8. Establishment of “Espace Artistique”; and
9. Rehabilitation of National Heritage sites.

2. Services to be provided:

To be responsible for:

- (i) the implementation, monitoring and general management of all infrastructural projects;
 - (ii) contracts management; and
 - (iii) identifying constraints and bottlenecks and come up with smart recommendations.
- b) To ensure that the approval of the Accounting Officer of the Ministry has been obtained prior to project implementation;
 - c) To prepare project write up, bidding documents and if required to participate in bid evaluation exercise;

- d) To monitor progress on projects;
- e) To recommend corrective actions, if any;
- f) To prepare and submit progress reports at regular intervals;
- g) To conduct and/or participate in meetings/committees;
- h) To certify claims for payment;
- i) To ensure that budget expenditure for projects is properly monitored;
- j) To examine proposed design of building/structures;
- k) To examine certificates of completion of projects;
- l) To work closely with other relevant agencies/stakeholders to ensure compliance with relevant statutory obligations.

3. Profile of candidate

The candidate should:

- (i) be a Registered Professional Architect in Mauritius under section 4(b) of the Professional Architect's Council Act No. 44 of 14 May 2011;
- (ii) reckon at least five years post registration experience in supervision and management of infrastructural projects.
- (iii) Provide documentary evidence of proven experience in Project Management.

Roles and Responsibilities:

To be responsible to the Accounting Officer of the Ministry for the effective overall implementation, management and coordination of infrastructural projects.

4. Facilities to be provided by this Ministry:

Usual arrangements i.e office, transport for official travelling and all logistics.

5. Contract duration and fees:

- 2 years' contract renewable upon work performance
- An all-inclusive monthly allowance of Rs 70,450/-

6. Deliverables

- (i) submission of technical report, detailed work plans and implementation schedules for each project; and
 - (ii) submission of progress reports for each project to the Accounting Officer on a monthly basis.
- The above deliverables should be submitted as detailed below:

Year One

- Month One:** Study of projects/submission of work plan and preparation of priority list of projects in line with directives from the Ministry
- Month Two to Five:** Implementation of work plan, submission of project reports and assessment.
- Month Six to Twelve:** Project completion, Handing over and payment procedures
- Year Two:** Start anew

Note: Payment may be effected immediately after satisfactory performance of the contract irrespective of the above conditions.

Annexure - 2

SUPPLEMENTARY INFORMATION FOR EXPERTS (SERVICE PROVIDERS)

Proposals

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

(b) Fee

A fixed amount of **Rs 70,450/- monthly** inclusive of travelling (notwithstanding paragraph 4 of Annexure 1) will be paid based on quality and fixed budget method.

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

FORM NO.F-1

From:
.....
.....

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

Sir

Provision for the Services a Project Manager on a contract basis

I herewith enclose Technical Proposals for selection as Project Manager for the Ministry of Arts and Culture.

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

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

Yours faithfully

Signature:

Full name:

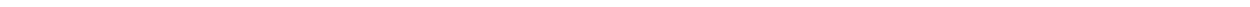
Address:

FORM F-2

FORMAT OF CURRICULUM VITAE (CV) FOR SERVICE PROVIDERS

Name of Service Provider:

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.)



CONTRACT No.

SERVICE CONTRACT

BETWEEN

Ministry of Arts and Culture

AND

(Name of Service Provider.....)

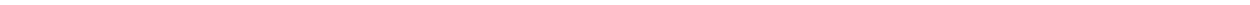


TABLE OF CONTENTS

		Page
Preamble.....		1
Article I	Scope of Services.....	1
Article II	Commencement of Services and Duration of Contract.....	1
Article III	Duties of the Service Provider.....	1
Article IV	Payment for the Services.....	2
Article V	Confidentiality and Ownership of Documents.....	2
Article VI	Assignment and Sub-Contracting.....	3
Article VII	Liability of the Service Provider.....	3
Article VIII	Force Majeure.....	3
Article IX	Termination of Contract.....	3
Article X	Dispute Settlement.....	4
Article XI	Modification or Amendment.....	4
Article XII	Effective Date.....	4
Article XIII	Channel of Communications and Notices.....	5
Article XIV	Governing Law.....	5
ANNEXURE I	Terms of Reference	
ANNEXURE II	Contract Amount and Method of Payment	

THIS SERVICE CONTRACT entered into this [date], between the **Ministry of Arts and Culture** (hereinafter called the "Client") and (hereinafter called the " Service Provider").

WITNESS THAT:

WHEREAS the **Ministry of Arts and Culture** has determined the need to procure the services described, implied or referred to in this Contract, subject to the terms and conditions hereinafter set forth;

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

NOW THEREFORE the parties hereto have agreed as follows:

ARTICLE I
SCOPE OF SERVICES

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

ARTICLE II
COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT

2.1 The Service Provider shall commence the Services on [date] upon signature of the present Contract, and shall carry out the Services in a manner most suited to the requirements of the Contract and in accordance with the schedules and time limits established under the Terms of Reference (Annexure 1) or indicated by the **Ministry of Arts and Culture**.

2.2 The Services shall be for two years, or whatever period as indicated by the **Ministry of Arts and Culture**, beginning on the date of commencement of the Services.

ARTICLE III
DUTIES OF THE SERVICE PROVIDER

3.1 The Service Provider shall perform the services with all due care, diligence and efficiency, in accordance with the highest standards of professional competence, organization and responsibility, and in a manner acceptable to the **Ministry of Arts and Culture**

3.2 The Service Provider shall:

(a) regularly report to, and obtain direction and guidance from the **Ministry of Arts and Culture** on all matters arising from or relating to the present Contract;

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

ARTICLE IV **PAYMENT FOR THE SERVICES**

- 4.1 The **Ministry of Arts and Culture** shall pay to the Service Provider, in respect of the services, the amounts specified in Annexure 2 to this Contract (hereinafter referred to as the "Contract Amount").
- 4.2 The Contract Amounts shall be paid to the Service Provider in accordance with the modalities specified in Annexure 2 to the present Contract, which forms an integral part hereof.

ARTICLE V **CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

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

ARTICLE VI
ASSIGNMENT AND SUB-CONTRACTING

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

ARTICLE VII
LIABILITY OF THE SERVICE PROVIDER

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

ARTICLE VIII
FORCE MAJEURE

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

ARTICLE IX
TERMINATION OF CONTRACT

- 9.1 The **Ministry of Arts and Culture** may, upon giving not less than seven (7) days' notice in writing to the Service Provider, terminate the present Contract for cause if the Service Provider has failed to perform the Services or to comply with his/her other obligations under the Contract.

- 9.2 The **Ministry of Arts and Culture** may, at its option, terminate this Contract when it is in the interest of or for the convenience of the **Ministry of Arts and Culture** to do so, provided that the Service Provider shall in that event be given a notice of not less than fifteen (15) days of such termination.
- 9.3 The Service Provider may terminate the present Contract if the **Ministry of Arts and Culture** has, within a period of forty five (45) days after the due date, failed to pay any amount due to him/her in respect of which no dispute has arisen.
- 9.4 The parties hereto may by mutual agreement terminate this Contract.
- 9.5 If the present Contract is terminated under this Article, the **Ministry of Arts and Culture** 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 **Permanent Secretary of the Ministry of Arts and Culture** 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 **Ministry of Arts and Culture** may at any time order or require changes in the scope of the Services. If such changes add to or reduce the cost of the Services, the Contract Amount shall be adjusted accordingly.

ARTICLE XII **EFFECTIVE DATE**

- 12.1 The present Contract shall enter into force on the date of its signature by both parties.

12.2 Unless terminated under Article VIII or IX above, the present Contract shall expire upon completion of the Services and the discharge of all obligations arising out of or under the Contract.

ARTICLE XIII
CHANNEL OF COMMUNICATIONS AND NOTICES

13.1 For the purposes of the present Contract, the authorized representative of the **Ministry of Arts and Culture** shall be the Accounting Officer or such other officer as he may designate for this purpose.

13.2 Any communication, notification, submission, notice, demand or request under the present Contract shall be deemed to have been duly transmitted if it shall have been delivered by hand, mail, or facsimile by either party to the other at the appropriate address indicated below, or at such other address as that other party may have indicated:

For the Ministry of Arts and Culture

Mail Address:

For the Service Provider

Mail Address:

Telephone:

E-mail:

ARTICLE XIV
GOVERNING LAW

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

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

FOR THE MINISTRY OF ARTS AND CULTURE

FOR THE SERVICE PROVIDER

.....

.....

Annexure 1- Terms of Reference

Annexure 2- Contract Amount and method of payment