



[Name of Public body]

**Mini-competition
for
the Provision of [insert subject matter of
procurement]**

**Under
Framework Agreement
For Multidisciplinary Consulting Services
for year 2018-2020**

Procurement No: *[insert Procurement Reference No.]*

[insert name of the Public Body, address, phone & fax numbers, email address and date]

LETTER OF INVITATION

[insert: Procurement Reference N°]

[insert: Location and Date]

[insert: Name and Address of Consultant]

Dear Sir/Madam

1. The [Insert name of Client] invites Technical and Financial Proposals through a Mini Competition under the provision and according to the terms and conditions of the Framework Agreement No: **MPI/ONB 64 of 2016-2017 – CPB/14/2017** dated to provide the multidisciplinary consulting services for: [insert: name of consulting services assignment]. The Project brief, specific and additional scope of duties is also provided hereunder.
2. This Request for Technical and Financial Proposals has been addressed only to those Consultants that have entered into the Framework Agreement. It is not transferable to any other firm. Furthermore, no association or joint venture is permissible between the selected Consultants: [insert: List of Selected Consultants]
3. Consultants shall submit their Technical and Financial Proposals as per the Instructions attached herewith and not later than [insert date and time] at [insert address]. Consultants shall use the attached forms and submit any additional information they deem appropriate. Proposals shall remain valid for a period of 30 days after the deadline for submission of proposals.
4. Proposals will be opened at [insert place, date and time]. Consultants or their representatives may attend the opening of proposals.
5. Contract will be awarded on the basis of lowest evaluated proposal on lump sum amount in Rupees. **Fees quoted on a percentage of the cost of the project or any other part of the project will not be retained.**
6. The responsive proposals will be ranked in the order of the lowest evaluated proposal for negotiation.
7. The Consultant having submitted the lowest evaluated proposal will be called upon for negotiations to confirm availability of all professional staff and on proposed consultancy services. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
8. The Client reserves the right not to proceed further with this Request for Proposal any time prior to award of contract.

Yours sincerely,

[insert: Signature, name, and title of Client's representative]

Project Brief and specific requirements

[The Client Ministry/Department shall provide a comprehensive brief of the project and scope of the works by making reference to services described in Schedule 1 of the framework agreement, that will enable the Consultant to assess the extent of the works and resources it would require in order to work out its proposal.

Exceptionally, where a project may require any key person other than the ones mentioned in the framework agreement, the Client Ministry/Department shall specify this requirement by defining a minimum profile of such person in terms of qualifications and experience, as appropriate.

A typical format of a Project Brief and specific requirements has to include the following:

Part 1. Background

Part 2. The Services required from the Consultant

Part 3. Consultant Deliverables

Part 4. Facilities to be provided by the Ministry

Part 5: Other relevant information

Form: Description of Approach, Methodology and Work Plan for Performing the Assignment

(a) Technical approach, methodology and work plan are key components of the Technical Proposal. You are required to present your Technical Proposal divided into the following three sections:

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

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

b) Work Plan. In this section you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and dates of deliverables. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-B.

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

Form: Comments and Suggestions on the Terms of Reference of the Framework Agreement

A - On the Terms of Reference

Present and justify here any proposal for modifications or improvement to the Terms of Reference of the Framework Agreement as described in Schedule 1 theretoto improve your performance in carrying out the assignment (such as deleting some activities you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such proposal should be precise. The Public Body may consider proposal from the Consultants without any obligation to retain or make any amendment to the Terms of Reference.

Form: Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures] exclusive of VAT.

(b) Our Financial and Technical Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in your Request for Proposal.

(c) We hereby declare that:

- (i) we comply with the terms and conditions of the Framework Agreement,
- (ii) we are available to undertake the assignment for the delivery of services as per planned schedule,
- (iii) our firm is legally and financially qualified to undertake this assignment
- (iv) we accept the minor changes that have been done in the general scope of the service and deliverable specific to this assignment, and
- (v) we are agreeable to a fix lump sum amount for this assignment.

(d) Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(e) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the Request for Proposal process and contract execution:

- i. We shall not, directly or through any other person or firm, offer, promise or give to any of the client's employees involved in the Request for Proposal process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Request for Proposal process or during the execution of the contract.
- ii. We shall not enter with other Consultants into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of proposals or any other actions to restrict competitiveness or to introduce cartelisation in the Request for Proposal process.
- iii. We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

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

- (f) We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Form: Breakdown of Lump Sum¹

Group of Activities (Phase):PRE-CONTRACT				
Name ²	Position ³	Staff-month Rate ⁴	Input ⁵ (Staff-months)	Mauritian Rupees ⁶
	Architect			
	Structural Engineer			
	Quantity Surveyor			
	Electrical Engineer			
	Mechanical Engineer			
	Any other Consultant ⁷			
SUB – TOTAL 1 (Pre – Contract)				
Group of Activities (Phase):POST –CONTRACT				
Name ²	Position ³	Staff-month Rate ⁴	Input ⁵ (Staff-months)	Mauritian Rupees ⁶
	Architect			
	Structural Engineer			
	Quantity Surveyor			
	Electrical Engineer			
	Mechanical Engineer			
	Clerk of Works			
	Any other Consultant ⁷			
SUB – TOTAL 2 (Post – Contract)				
Total Costs (Sub-total 1 + Sub-total 2)				

- 1 This Form shall be filled in for the same Professional and Support Staff proposed at the time of proposal to enter framework agreement.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: clerk of works, draftsmen, technical officers, clerical staff).
- 3 Positions of Professional Staff shall coincide with the ones indicated proposed at the time of proposal to enter framework agreement.
- 4 Staff-month rates quoted in the Framework Agreement to be used for 20-days per month. In case Bidders insert rates other than the rates quoted in the framework agreement or propose a discount in their proposal, their proposals may be subject to rejection.
- 5 Indicate the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
- 6 For each staff indicate the remuneration for the phase. Remuneration = Staff-month Rate x Input.
- 7 Bidders may propose here any other Consultant and subsequent staff-month rates and input not mentioned in the framework agreement but which is required only for this specific contract.

Form TECH-A: Team Composition and Task Assignments

Name of Staff	Firm	Area of Expertise	Position Assigned	Tasks Assigned

Special Conditions of Contract

The General Conditions of Contract as per Schedule 5 of the Framework Agreement shall apply here together with the special conditions of contract mentioned hereunder.

(Clauses in brackets { } are optional; all notes should be deleted in final text)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.4	<p>The addresses are:</p> <p>Client: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p> <p>Consultant: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>
1.7	<p>The Authorized Representatives are:</p> <p>For the Client: _____</p> <p>For the Consultant: _____</p>
1.8	<p>The Consultant, Sub-Consultants, and their Personnel shall pay all indirect taxes, duties, fees, and other impositions levied under the Applicable Law.</p>
2.1	<p>{The Effective Date is <i>[insert date]</i>.}</p> <p><i>Note: List here any conditions of effectiveness of the Contract, e.g., Client's approval of Consultant's proposals for appointment of specified key staff members, receipt by Consultant of advance payment and by Client of advance payment guarantee (see Clause SC 6.4(a)), etc. If there are no effectiveness conditions, delete this Clause SC 2.1 from the SC.</i></p>
2.2	<p>The date for the commencement of Services is seven (7) days from the effective date.</p>
2.3	<p>The time period shall be as agreed during implementation stage</p>

3.4	The risks and the coverage shall be a professional liability insurance, with a minimum coverage of MUR 5.0 M
3.5 (c)	{The other actions are: <i>[insert actions]</i> .} <i>Note: If there are no other actions, delete this Clause SC 3.5 (c).</i>
3.7 (b)	<i>Note: If there is to be no restriction on the future use of these documents by either Party, this Clause Section 3.7(b) should be deleted. If the Parties wish to restrict such use, any of the options, or any other option agreed to by the Parties, may be used:</i> {The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.} {The Client shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Consultant.} {Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party.}
5.1	<i>Note: List here any assistance or exemptions that the Client may provide under Clause 5.1. If there is no such assistance or exemptions, state “not applicable.”</i>
6.2(b)	The amount in Mauritian rupees is <i>[insert amount]</i> .

<p>6.4</p>	<p>Payments shall be made within 30 days from satisfactory completion of the activities listed below and submission of an invoice.</p> <p>Final design stage, including cost estimates – 15%</p> <p>Working drawing & Submission of bid documents Stage, including cost estimates – 30%</p> <p>Award of Contract & completion of contractual formalities – 5%</p> <p>Construction Stage – 40% (payment to be made pro-rata to the value of works certified on site.)</p> <p>End of defect liability period and issue of Defect liability Certificate – 10%</p> <p>Note:</p> <ol style="list-style-type: none"> 1. No advance payment would be provided 2. The above payment stages may be subject to customisation by the Client according to their requirement.
<p>6.5</p>	<p>The interest rate is: <i>Repo rate</i></p>
<p>8.2</p>	<p>Supreme Court of Mauritius</p>

APPENDIX A – DESCRIPTION OF SERVICES

Note: Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

APPENDIX B - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc.

APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS

Note: List under:

C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Personnel to be assigned to work in the Government’s country, and estimated staff-months for each.

C-2 List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in C-1.

APPENDIX D - BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

Note: List here the elements of cost used to arrive at the breakdown of the lump-sum price - local currency portion:

1. *Monthly rates for Personnel (Key Personnel and other Personnel).*
2. *Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX E - SERVICES AND FACILITIES PROVIDED BY THE CLIENT

Note: List here the services and facilities to be made available to the Consultant by the Client.