REQUEST FOR PROPOSAL

FOR UNDERTAKING A

LAND ADMINISTRATION, VALUATION AND INFORMATION MANAGEMENT SYSTEM (LAVIMS) PROJECT

OF PROPERTIES IN THE ISLAND OF MAURITIUS

Ministry of Housing and Lands

October 2007
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The Ministry of Housing and Lands

SECTION 1

INVITATION TO TENDER

(Authorised under Section 8 (1) (c) of the CTB Act 2000)

The Ministry of Housing and Lands, hereinafter referred to as the Client, is inviting proposals for Undertaking a Land Administration, Valuation and Information Management System (LAVIMS) of Properties in the Island of Mauritius. Detailed information regarding the services required is given in the enclosed Terms of Reference (TOR).

2. ELIGIBILITY

The Invitation to Submit Proposals applies to Firms having at least ten years experience in similar projects, a proven track record and the required knowledge, expertise and capability to undertake such projects and should have undertaken at least one project relating to a similar assignment.

Proposals should be submitted in two distinct parts namely technical and financial and these should be in two separate envelopes, both of which should be placed in a common sealed envelope marked “Tender for Undertaking a Land Administration, Valuation and Information Management System (LAVIMS) of Properties in the Island of Mauritius. BEFORE 13.30 HRS (LOCAL TIME) on Wednesday 16th January, 2008. The two separate inner envelopes should be clearly marked “Technical Proposal”, and “Financial Proposal”, respectively, and should bear the name of the Firm.

3. One (1) original and Five (5) copies of each of the Technical and Financial proposals shall be addressed to The Secretary, Central Tender Board (CTB), 1st Floor, Social Security House, Julius Nyerere Avenue, Rose Hill, Mauritius, and deposited in the Tender Box of the Central Tender Board at the above address on or before Wednesday 16th January, 2008 up to 13.30 hours (local time) at latest.

4. Bids sent by mail should reach the Secretary of the Central Tender Board by the same deadline. In case the submission is made by courier service, the delivery details should be sent immediately to the Central Tender Board at the address mentioned at paragraph 3 above under intimation to the Client. Bids received after the above specified date and time shall not be considered. Please note that tenders received by facsimile or electronic mail will not be considered.

5. The Technical Proposal should contain the following:-

   (a) the signed Technical Proposal Submission Form
(b) a description of the organisation and an outline of recent experience of the Firm and, in the case of joint venture, for each partner, on assignments of a similar nature is required. For each assignment, the outline should indicate the names of sub-contractor/Professional staff who participated, duration of the assignment, contract amount, and firm’s involvement.

(c) comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/effectiveness of the assignment.

(d) a description of the Approach, Methodology and Work Plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, Organisation and staffing schedule. A detailed work plan must be submitted along with the timing proposed for each activity.

(e) The list of the proposed professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks.

(f) CV’s of the Professional staff dated and signed by the staff themselves

Proposals with unsigned CV’s of the key personnel to be deployed on the project will be rejected.

(g) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment. The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.

6. The Financial Proposal shall clearly indicate the total cost for implementing the project as described in the Terms of Reference. The Contractor is only allowed to price their offer in Mauritian rupees or United States Dollar or EURO.

The Financial Proposal shall be prepared as per the attached schedules. It shall list all costs associated with the assignment, including (a) remuneration for staff, in the field and at the home office, and (b) reimbursable expenses. If appropriate these costs should be broken down by activity and, if appropriate into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

The Financial proposal shall include all costs such as rates for the services, man-month rates, costs, etc, which forms the cost of the assignment. Failure to provide detailed breakdown requested may cause rejection of the proposal.

The prices and rates in the financial offer will be deemed to be inclusive of all taxes including VAT, Social charges and any other incidental costs and overheads.

The Financial Bid shall be prepared in one (1) original and five (5) copies, (one clearly marked “Original Bid” and the others “Copy of Bid” as appropriate). In the event of any discrepancy between them, the original shall govern.
The bidder shall seal the original and all required copies of the financial bid in an inner and outer envelope. This envelope shall be clearly marked “FINANCIAL PROPOSAL”.

All inner envelopes and outer envelopes shall be addressed to:

The Secretary,
Central Tender Board
1st Floor, Social Security House
Julius Nyerere Avenue,
Rose Hill,
Republic of Mauritius

7. A two stage procedure will be adopted for evaluating the proposals, with the technical evaluation being completed prior to any financial proposals being opened and evaluated. Technical proposals will be evaluated using the following criteria:

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<tr>
<td>(i)</td>
<td>Firm’s Experience in the field of assignment</td>
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<td>(ii)</td>
<td>Understanding of the TOR, Adequacy of the Proposed Methodology, Approach to be adopted to implement for the Project and fulfilment of the requirements of the TOR.</td>
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<tr>
<td>(iii)</td>
<td>The Qualifications and Experience of Key Personnel</td>
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<td>(iv)</td>
<td>Transfer of Technology</td>
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The CV’s of the key personnel will further be marked on the following sub-criteria:

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<th>MARKS</th>
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<tr>
<td>A</td>
<td>General qualifications</td>
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<td>B</td>
<td>Adequacy for the assignment/ general experience</td>
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<td>C</td>
<td>Experience specific to the assignment</td>
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<td>D</td>
<td>Experience in working in Mauritius or similar countries.</td>
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Failure to submit the above information as per given format in the corresponding appendices may entail rejection of proposal.

8. Only Firms with Technical Proposals scoring at least 70 marks will be considered further and their price envelopes will be opened and compared for financial evaluation. The other price envelopes will be returned unopened.

The financial evaluation shall be on the basis of the total cost. The price score will be calculated in the following manner:

where “X” is the lowest price in all of the responsive proposal, and “Y” is the price of any other responsive proposal, the percentage allocated will be 100 and to any other responsive proposal \((X/Y) \times 100\)

A combined technical and price score shall be worked out as per the following formula:
Weighted Total Score = Technical score * 0.70 + Price Score* 0.30
The best evaluated proposal will be the one with the highest total weighted score.

9. Prospective Bidders are requested to hold their proposals valid 180 days from the closing date for submission during which the personnel proposed for the assignment and the quoted rates shall be maintained. The Client will make its best efforts to select a Firm within this period. If necessary, the validity may be extended by mutual agreement. During the extended period, the price shall not be changed. However, the personnel may be changed with the approval of the Client.

10. Assuming that the contract can be satisfactory concluded, the Firm shall be expected to commence within the period stated in the Letter of Award.

11. If a Firm does not have all the expertise for the assignment, there is no objection to the Firm associating with another Firm to enable a full range of expertise to be presented. The request for Joint Venture shall be accompanied with full details of the proposed association.

12. In the case of a Joint Venture or Association, all firms constituting the Joint Venture or association will be jointly and severally liable and at least one firm in the Joint Venture or Association shall be financially capable of meeting the contract requirements and potential liabilities on its own and shall assume contracting responsibility and liability for satisfactory execution of the assignment. The contracting arrangements shall define clearly the responsibilities and the services to be provided by each firm and a copy of it should be made available to the Client on award of contract.

13. The estimated time schedule for performing the specified work is provided at paragraph 1.2 of the Terms of Reference.

14. The Client requires that all relevant data calculated and collected shall revert to him at the end of the contract in hard and soft form. The Client will regain the right of ownership and use of the data and information.

15. The Client reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to any Bidder or any obligation to inform the Bidder of the grounds of the client’s action.

16. All correspondence related to the contract shall be made in English. Any clarification sought by the bidders in respect of the Project shall be addressed at least 21 days before the deadline for submission of bids, in writing to the Permanent Secretary, Ministry of Housing and Lands, Fax No: (+230-213-1331). The queries and the replies thereto shall then be circulated to the other prospective bidders (without divulging the name of the tenderer raising the queries) in the form of an addendum which shall be acknowledged in writing by the bidders.

17. The responsiveness of the proposals to the requirement of the TOR will be determined. Responsive proposal is deemed to contain all documents or information specifically called for in the RFP and to conform to all the terms and conditions of the RFP without
material deviation. A material deviation is any deviation affecting in any way or limiting in a substantial way the price, scope and completion of the works to be undertaken by the Firm consistent with the TOR, Client’s rights or the Firm’s obligations. A bid determined not responsive will be rejected by the Client and may not subsequently be made responsive by the Firm by correction of the non-conforming item(s).

18. Following the opening and evaluation of proposals, the Client will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid. The Client will communicate to the selected Contractor its intention to finalise the draft conditions of engagement submitted earlier with his proposals. After agreement will have been reached, the Successful Contractor shall be invited for the signature of the contract agreement to be prepared by the Contractor in consultation with the Client. The Contractor shall submit, together with their proposal, draft conditions of engagement. A sample Form of Contract for the project is provided in SECTION 5.
SECTION 1.2
THE REQUEST FOR PROPOSAL (RFP) PROCESS

19. This section describes the RFP process, from the launch of the bids to the selection of the contractor.

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Each Bidder is required to submit their Proposal for Undertaking a Land Administration, Valuation and Information Management System (LAVIMS) of Properties in the Island of Mauritius. Each Proposal must be prepared in accordance with the guidelines of this RFP.

Thorough, detailed evaluations of all Proposals will be undertaken by an Evaluation Committee. To facilitate this process, each Bidder may be required to provide additional information in writing.

The selection of the Successful Bidder under this RFP will be effected according to a two-stage evaluation process:

1. Technical Proposal of the Bidder
2. Financial Proposal of the Bidder

Bidders shall accordingly have to submit their Proposals in two SEPARATE parts: Technical Proposal and Financial Proposal.

The terms offered by the Bidder in the successful Proposal will form the basis for any consultation with a view to entering into the Contract. The Successful Bidder is expected to move quickly to secure the signing of the Contract. Each Bidder will be asked to provide details with their Proposals of any confirmations and clearances, permissions and approvals necessary or appropriate, or the conditions that would need to be met before the contract could be signed.

20. Sole Point of Contact – RFP Coordinator

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The Sole Point of Contact and RFP Coordinator for this RFP shall be:

The Permanent Secretary
Ministry of Housing and Lands (MHL)
2nd Floor
21. Bidder Registration

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Each interested Bidder should register with the MHL in order to automatically receive notice about information, updates and addenda released by the MHL with respect to this RFP.

Registration is made by the Bidder to the MHL Sole Point of Contact, stating the Bidder’s interest in this RFP and providing information as set forth in the Registration Form at the beginning of this RFP.

While the MHL will undertake to promptly and diligently notify all registered potential Bidders about new information related to this RFP, it is the Bidders’ responsibility to verify that they have received all applicable information. In case of non-registration, the CTB or the MHL will not be held responsible for non-receipt of additional information.

This Bidder registration does not constitute an obligation to actually submit a Proposal to the CTB.

22. Restriction on Communication with Government Staff

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Other than the Sole Point of Contact, Bidders shall make no unsolicited contact with any CTB personnel, MHL personnel, or any other Government representative, regarding this RFP. Prior to signing a Contract, Bidders shall not represent themselves to Government staff as having the endorsement of the Government. Any communication regarding this RFP is prohibited except as provided for in this RFP. Any Bidder causing or attempting to cause a violation or circumvention of this ethical standard shall be disqualified from further consideration.
23. **Proposal Contents and Latitude**

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Bidders should prepare their Proposals providing a full, straightforward and detailed description of their ability to satisfy the requirements of this RFP. Emphasis in each Proposal should be on completeness and clarity of content. Failure by a Bidder to provide the appropriate information or materials in response to each stated requirement or request for information may result in lower scores during the evaluation or rejection of their Proposal.

24. **Non-Material and Material Deviations**

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Each Bidder shall submit a Proposal that meets all the requirements of this RFP.

Proposals that do not meet all material requirements of this RFP or that fail to provide all required information, documents, or materials, or include language that is conditional or contrary to terms, conditions, and requirements, can be rejected as non-responsive.

The CTB reserves the sole right to determine whether a Proposal meets the material requirements of the RFP.

25. **Tender Schedule**

The following is the time table for this tender. Each bidder shall be aware that MHL with the approval of the CTB may, at any time, change this time table for any stage of this procurement process. In such a case, MHL will notify all registered bidders.

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<tr>
<td>RFP Release</td>
<td>31st October, 2007</td>
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<tr>
<td>Site Visit by Bidders (Optional)</td>
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<tr>
<td>Last Date for Submission of Questions</td>
<td>26th December 2007</td>
</tr>
<tr>
<td>Last Date for Reply to Questions</td>
<td>30th December 2007</td>
</tr>
<tr>
<td>Proposals Due/Public opening of Bids</td>
<td>16th January, 2008</td>
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<tr>
<td>Contract Signed</td>
<td>The Earliest</td>
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(Public opening of financial bids will be communicated once evaluation of technical proposals would have been completed and approved by the Central Tender Board).

26. Site Visits for Discussions

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The Bidder may undertake a site visit in the country. The purpose of the site visit will be to give potential bidders an opportunity to evaluate the extent of the work and requirements for setting up and implement modern on-line and cost-effective Land Administration, Valuation and Information Management System. The Government of Mauritius will act as a facilitator for site visits.

The Bidder shall bear all cost incurred by the Bidder for any site visits, demonstrations and/or oral presentations.

27. RFP Clarifications and Questions

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It is the responsibility of each Bidder to examine the entire RFP, seek clarification in writing only, and check its Proposal for accuracy before submitting it.

Questions relevant to this RFP and/or requests for clarification to the RFP document must be mailed, or faxed, or e-mailed to the RFP Coordinator. Bidders must observe the time schedule for the due date for submitting questions.

Responses to all questions shall be handled as expediently as possible and in no case later than the “written answers due” date”.

All answers and clarifications resulting from questions received will become part of the RFP.

Bidders are cautioned that an RFP inquiry shall be written in general terms and must not contain financial information. The inclusion of specific financial information in an inquiry may result in the Bidder's disqualification.

The name of a prospective Bidder asking a question will not be disclosed. The official answers to all questions will be issued in the form of addenda and will also be posted on the website of the MHL.

28. Posting of RFP, Questions and Answers, Changes, etc.

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This RFP and any addenda or changes, including all questions and answers to this RFP, will be posted on the website of the MHL, and notice of the same shall be communicated via email to all registered Bidders. If for reasons unforeseen the webpage is not available, information will be distributed via email to all registered Bidders by the MHL.

29. Addenda acknowledgement

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All addenda to this RFP will be uniquely identified and the prospective Bidder should duly acknowledge receipt thereof. The Client will post a complete list of all addenda applicable to this RFP as well as all addenda themselves on the website of the Ministry of Housing & Lands.

The Bidder is responsible for obtaining all relevant information posted on the website and shall by responding to this RFP be considered having obtained all such posted addenda.

30. Proposal Recipient and Due Date

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Proposals shall be **addressed and delivered to**

The Secretary  
Central Tender Board  
1st Floor, Social Security House  
Julius Neyerere Avenue (former Moka Road)  
Rose Hill, Mauritius

Proposals should be deposited in the Tender Box situated at the Central Tender Board’s Office or sent by courier service or registered post so as to reach the Secretary of the Central Tender Board at the above mentioned address on or before the Proposal Due Date and Time which shall be

**Wednesday 16th January, 2008**  
up to  
**13.30 hours Mauritius Time**  
at latest.

31. Late Proposals

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Proposals having reached the designated Proposal recipient after the stipulated Proposal Due Date and Time will not be accepted.
32. **Replacement or Withdrawal of Proposals**

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A submitted Proposal may be replaced or withdrawn by written notice received by the CTB at any time prior to the Proposal Due Date and time.

The CTB reserves the right to request additional information or clarification on the contents of the proposal.

33. **One Bid per Bidder**

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An entity shall submit only one Proposal in the bidding process, either individually as a Bidder or as a partner in a joint venture. No entity is allowed to be a subcontractor if he has submitted a Proposal individually or as a partner of a joint venture in the bidding process. An entity, if acting in the capacity of subcontractor in any Proposal, may participate in more than one Proposal, but only in that subcontractor capacity. An entity, which submits or participates in more than one Proposal other than as subcontractor, may cause all the proposals in which the entity has participated to be disqualified.

Within the single Proposal the Bidder may propose options, relating to products, services, and features that the Bidder believes may be useful to the Government.

Technical and Financial Proposals should be clear when any proposed components or services are not included in the baseline proposal at the baseline price.

34. **Proposal Submission Format**

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The Proposal shall be submitted in two (2) separate parts:

a) Technical Proposal (package to be marked A); and
b) Financial Proposal (package to be marked B).

Each part, which may consist of more than one physical package if necessary, shall be submitted in separately sealed packages (or envelopes) and clearly marked with the designation “LAND ADMINISTRATION, VALUATION AND INFORMATION MANAGEMENT SYSTEM (LAVIMS) PROJECT OF PROPERTIES IN THE ISLAND OF MAURITIUS

- the Bidder’s name
- the content of the package (e.g. “Technical Proposal; 2 Binders, 1 CD-ROM”)
• the sequence number of the package, i.e. “pack X of Y” where Y signifies the total number of packages in the Bidder’s proposal.

The respective parts shall contain the following:

**Sealed Technical Proposal:** One (1) signed hardcopy original and Five (5) copies of the entire and complete **Technical Proposal**, including all appendices, but excluding any and all financial information. Each copy shall also include one CD-ROM/DVD-ROM/DVD medium containing identical information in Adobe® Portable Document Format (“PDF”) format.

**Sealed Financial Proposal:** One (1) signed hardcopy original and Five (5) copies of any and all **financial** information. Each copy shall also include one (1) CD-ROM/DVD-ROM/DVD medium containing the identical information in PDF format (or Microsoft® Excel if specifically requested).

The respective CD-ROM/DVD medium shall contain, without exception, a copy of all pages of the hardcopy original for that **Proposal part only**. The files shall be clearly structured and designated as per the number sequence of the Proposal. If necessary, pages can be scanned and included on the media where applicable. Note: The electronically submitted documents do not need to be signed, i.e. scanning of signed documents is not required.

In case of a discrepancy between the electronic version and the hardcopy original, the signed hardcopy original shall prevail.

35. **Signed Proposal**

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The hardcopy originals of the Proposal shall be accompanied by a letter of submission, duly signed by an authorized officer of the Bidder. The letter of submission shall be accompanied by proof that the signatory is indeed entitled to bind the Bidder. The Bidder is advised to initial all pages of his Proposal.

36. **Proposal Validity**

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Proposals must remain valid for six (6) months after the closing date for submission of bids. Bidders shall be strictly held to the terms in their Proposals. The contents of this RFP and the Proposal will become contractual obligations, if a contract ensues. Failure of the Successful Bidder to accept these obligations may result in cancellation of an award.
37. **Proposal language**

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The entire Proposal including all appendices, etc. shall be submitted in the English language.

38. **Proposal Opening**

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The Technical Proposals will be opened in public on **Wednesday 16 January 2008 at 13.30 hrs** (Mauritius Time) in the conference room of the CTB. The Financial Proposals of Bidders retained will also be opened in public. The Date and Time of the opening will be communicated in due course.

39. **Proposal Clarification Process**

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With the approval of the CTB, the MHL may request clarifications from Bidders for the purpose of resolving ambiguities or questioning information presented in the Proposals. Clarifications may be sought throughout the administrative review and/or the Technical proposal evaluation process. Clarification responses shall be in writing and shall address only the information requested. Responses shall be submitted to the MHL within the time stipulated at the occasion of the request. Clarifications are for the purpose of resolving ambiguities and improving the understanding of the MHL regarding a Proposal. In no case does the clarification or other process permit withdrawal, revision or additions to the technical elements of the Proposal, nor any change to the financial terms quoted.

40. **Rejection or Selection of Proposals**

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The CTB reserves the right to reject any or all Proposals, to advertise for new Proposals, to arrange to receive or obtain the services and goods to be obtained hereunder otherwise, to abandon the need for such goods and services, or to award in whole or in part a Contract deemed to be in the best interests of the Government.

Prospective Bidders are requested to hold their proposals valid for hundred and eighty days (180) from the closing date for submission during which the personnel proposed for the assignment and the quoted rates shall be maintained. The Client will make its best efforts to select a Firm within this period. If necessary, the validity may be extended by mutual agreement. During the extended period, the price shall not be changed. However, the personnel may be changed with the approval of the Client.
Assuming that the contract can be satisfactorily concluded, the Firm shall be expected to commence within the period stated in the Letter of Award.

41. Joint Ventures

If a Firm does not have all the expertise for the assignment, there is no objection to the Firm associating with another Firm (s) to enable a full range of expertise to be presented. The request for Joint Venture shall be accompanied with full details of the proposed association.

In the case of a Joint Venture or Association all firms constituting the Joint Venture or association will be jointly and severally liable and at least one firm in the Joint Venture or Association shall be financially capable of meeting the contract requirements and potential liabilities on its own and shall assume contracting responsibility and liability for satisfactory execution of the assignment. The contracting arrangements shall define clearly the responsibilities and the services to be provided by each firm and a copy of it should be made available to the Client on award of contract.

42. Estimated Period of the Project

The time schedule for performing the specified work is estimated to be around eighteen (18) months for establishing the Cadastre and the General Valuation Roll. However, the bidders shall specify the detailed period of time that will be required to implement the whole project.

The Client requires that all relevant data calculated and collected shall revert to him at the end of the contract in hard and soft form. The Client will regain the right of ownership and use of the data and information.

The Client reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to any Bidder or any obligation to inform the Bidder of the grounds of the client’s action.

All correspondence related to the contract shall be made in English. Any clarification sought by the Contractor in respect of the Project shall be addressed, in writing to the Permanent Secretary, Ministry of Housing and Lands. The queries and the replies thereto shall then be circulated to all other prospective bidders (without divulging the name of the tenderer raising the queries) in the form of an addendum which shall be acknowledged in writing by the Firm.

The responsiveness of the proposals to the requirement of the TOR will be determined. Responsive proposal is deemed to contain all documents or information specifically called for in the TOR and to conform to all the terms and conditions of the TOR without material deviation. A material deviation is any deviation affecting in any way or limiting in a substantial way the price, scope and completion of the works to be undertaken by the Firm consistent with the TOR, Client’s rights or the Firm’s
obligations. A bid determined not responsive will be rejected by the Client and may not subsequently be made responsive by the Contractor by correction of the non-conforming item(s).

Following the opening and evaluation of proposals, the Client will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid. The Client will communicate to the selected Firm its intention to finalise the draft conditions of engagement submitted earlier with his proposals. After agreement will have been reached, the Successful Firm shall be invited for the signature of the contract agreement to be prepared by the Contractor in consultation with the Client. The Contractor shall submit, together with their proposal, draft conditions of engagement. A sample Form of Contract for Firm’s service under which the contracting services will be performed is indicated in SECTION 5.

43. Disclaimers

**General Disclaimer**

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</table>

This RFP supplies information on a wide range of matters, many of which depend on interpretation of the Law. The information given is not an exhaustive account of the statutory requirements and shall not be regarded as a complete or authoritative statement of the Law. Each Bidder shall consult their own legal, tax, financial and other advisors on all relevant matters.

The Government accept no responsibility for the accuracy or otherwise of the information contained in this document, or for any omission or opinion of the Law expressed herein, or liability for any loss or damage whether resulting from negligence or otherwise, howsoever caused arising from the reliance of any person upon the statements contained herein. By responding to this RFP, the Bidder accepts these terms and releases the Government from all such liability related to this RFP.

It is the duty of every Bidder to establish, at its own expense, the legal requirements and implications of the Act, the RFP and the Contract.

44. Costs and Expenses

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</table>

The Government or its advisors will not be responsible for any costs or expenses incurred in the preparation of a Proposal to this RFP, whether or not a Proposal is submitted.
45. Bidder Corporate Capability

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</table>

The Bidder is required to demonstrate corporate experience, technical capability, and financial means to implementation this project. Bidders should have a minimum of 10 years of experience in the field of the assignment. Consideration will not be given to firms which do not have this minimum requirement.

Corporate Background Overview

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<td>MANDATORY</td>
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</table>

The Bidder shall provide the following information:

a) Name and address of the business entity making the Proposal.

b) Type of business entity (e.g., corporation, partnership, etc.)

c) Place of incorporation, or other form of organization, if applicable.

d) Name and location of major offices, production plants and other facilities that relate to the Bidder's performance under the terms of this RFP.

e) Name, address, and function of substantial subcontractors, associated companies, or consultants that have been or will be involved in any phase of this project.

The names and addresses of the Bidders’ auditors, legal advisors, principal bankers and any expert advisors engaged to provide specialist advice to the Bidder in connection with the implementation of this project.

46. The Core Team

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</table>

Bidders are required to present a solid core team for this project. The whole LAVIMS project shall be managed, monitored and led by a core team which will be supported by immediate alternates and by a strong group of supporting staff and back up personnel to ensure timely delivery of the various requirements in this RFP. The core team led by its team leader shall have to be present during the implementation of the project. Given the size of this project, it has been estimated that all categories together, some 300 staff may be required to implement this project over its duration. Note that this information serves as a guideline ONLY as bidders are invited to submit in a logical sequence their estimation of the number of staff that would be required and their corresponding roles to the final output.
The core team will form part of the key personnel and should be as follows:

<table>
<thead>
<tr>
<th>Expert</th>
<th>Number</th>
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</thead>
<tbody>
<tr>
<td>Team Leader</td>
<td>1</td>
</tr>
<tr>
<td>Professional Land Surveyor</td>
<td>4</td>
</tr>
<tr>
<td>Professional Valuation Surveyor</td>
<td>4</td>
</tr>
<tr>
<td>Registration of Land Transactions Specialist</td>
<td>2</td>
</tr>
<tr>
<td>IT Specialist</td>
<td>2</td>
</tr>
</tbody>
</table>

With the exception of the Team Leader, each member of the core team should have at least ten (10) years of experience in the field of the assignment and should have undertaken at least one project of similar nature. The Team Leader shall have a minimum of 15 years of experience in the field of the assignment and shall have strong leadership and management skills and should have also undertaken at least one project of similar nature.

47. The Financial Proposal

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</table>

This section describes the manner in which the Bidders will submit financial terms for the CTB’s consideration. On award of the contract, the Client shall pay an advance payment equivalent to 10% of the contract price against submission of a Bank Guarantee by the bidder.

Bidders are requested to note that the LAVIMS Project is a LUMP SUM contract. Bidders are therefore required to quote for a lump sum amount for the project. However, all Bidders shall observe the submission requirements for the Financial Proposal as per the tender schedules of this RFP.

All payments would be effected following the satisfaction of the Client upon the obligation of the bidder at each stage of the project. Payments would be effected on the basis of progress of works and per property completed. The payment schedule will be discussed at pre-contract discussion stage. Bidders should observe the following payment milestone in their submission:

**Payment Milestones**

**COMPLETION**
- Scanning of Deeds and LS Survey Plans
- Design and Instal Scanning & Retrieval System
- Scan all existing deeds and documents
- Design and Instal Land Index
- Design & Instal Deed Delivery System

**Revaluation Project**
- Build Revaluation system
- NRPT Field Property Data Collection / Data Collection for Property Descriptions
- NRPT Determine Property Values
NRPT Distribute Values  
Revaluation Commercial and Industrial Properties

Cadastral Compilation Project
- Design and Build Cadastral Systems
- Compile Cadastre
- Manage Cadastre Data Capture Program
- Handover Cadastral & GIS Systems to GOM

Development of Image Storage and Access Systems
Design Deed Acceptance System
Design Records Management System

Design and Configure CAMA System
Load Property Description / Data entry into CAMA System
Run Trial Valuations
Quality Assurance Property Valuations
Run Final Valuations

Join Cadastral Land Parcel PINs to Valuation Property
Handover of CAMA System and Valuation Database to GOM
Training GOM Valuation Staff
Appeal for Valuation Appeals Tribunal / Litigation

Upon satisfaction of the Client, payments shall be made within 60 days of receipt of invoice and the submission of relevant documents.

48. Financial Viability

In order to assess the Bidder's financial ability to perform under the Contract and the Licence, the CTB requires the following financial information.

**Audited Financial Statements**

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The Bidder shall provide sufficient information to demonstrate its ability to continue as a going concern throughout the Contract to fulfil its obligations therein. This shall include the company structure and financial statements that have been audited by an independent public accounting firm for the past five (5) years, or for as long as available if less than five (5) years. If the Bidder is a subsidiary of another Corporation, the above information shall also be supplied for the parent Corporation. If the Bidder is a consortium, joint venture or subcontracts business critical responsibilities of the Contract performance, the above information shall also be provided for all such participating entities.

The Bidder should also highlight any major commitments and/or contingencies that are likely to impact negatively or positively upon its ability to fulfil the contract obligations.
A Bidder’s failure to submit all of the requested financial statements will result in disqualification of its Proposal.

**Parent Corporation Resources and Subsidiaries**

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If a Bidder or subcontractor is a subsidiary of a parent entity and the Bidder or subcontractor does not have its own, separate financial statements, the Bidder or subcontractor may satisfy its financial responsibility submission requirements by submitting the consolidated financial statements of its parent entity, if the consolidated financial statements include the activity of the Bidder or subcontractor. If a Bidder or subcontractor submits the consolidated financial statements of its parent, the parent must serve as financial guarantor of the Bidder or subcontractor with respect to the Contract.

If the Bidder is a subsidiary and will rely on the financial resources of the parent to perform this contract, the parent must certify, in writing and in a form acceptable to the CTB, the availability of its resources to the Bidder and at least co-sign the Proposal. Parent entities that serve as financial guarantors of subsidiaries shall be held accountable for all terms and conditions of the RFP and the resulting contract and shall execute the Contract as guarantor.

**External funding for this project**

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The Bidder shall list and provide full details of all third party financial vehicles and/or instruments planned to be used to fulfil the Contract obligations.

48. **Evaluation Process and Decision**

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The process leading to the signing of a contract to implement a LAND ADMINISTRATION, VALUATION AND INFORMATION MANAGEMENT SYSTEM (LAVIMS) PROJECT OF PROPERTIES IN THE ISLAND OF MAURITIUS has been approached with the intention of ensuring that the most fair and reasonable circumstances and opportunities for a competitive procurement are created.

The process of evaluation will result in an evaluation of viability, resources, national and/or international experience and capability of the potential contractor to implement a LAND ADMINISTRATION, VALUATION AND INFORMATION MANAGEMENT SYSTEM (LAVIMS) PROJECT OF PROPERTIES IN THE ISLAND OF MAURITIUS. This will be undertaken by an Independent Evaluation Committee.

The evaluation of the Technical Proposal and – after establishing a technical ranking – the Financial Proposal will result in a recommendation for the apparent
Successful Bidder. A final report on the evaluation will be presented to the CTB for consideration. Thereafter, the final terms of the Contract will be discussed and finalised with the Successful Bidder.

A two stage procedure will be adopted for evaluating the proposals, with the technical evaluation being completed prior to any financial proposals being opened and evaluated. Technical proposals will be evaluated using the following criteria:

<table>
<thead>
<tr>
<th>Marks</th>
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<td>(i)</td>
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The CV’s of the key personnel will further be marked on the following sub-criteria:

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<tr>
<th>CRITERIA</th>
<th>MARK S</th>
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<tbody>
<tr>
<td>A Academic qualifications</td>
<td>14</td>
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<tr>
<td>B Adequacy for the assignment/ general experience</td>
<td>14</td>
</tr>
<tr>
<td>C Experience specific to the assignment</td>
<td>14</td>
</tr>
<tr>
<td>D Experience in working in Mauritius or similar countries.</td>
<td>3</td>
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</table>

Failure to submit the above information as per given format in the corresponding tender schedules may entail rejection of proposal.

Only Firms with Technical Proposals scoring at least 70 marks will be considered further and their price envelopes will be opened and compared for financial evaluation. The other price envelopes will be returned unopened.

The financial evaluation shall be on the basis of the total cost. The price score will be calculated in the following manner:

where “X” is the lowest price in all of the responsive proposal, and “Y” is the price of any other responsive proposal, the percentage allocated will be 100 and to any other responsive proposal (X/Y) * 100.

A combined technical and price score shall be worked out as per the following formula:

Weighted Total Score = Technical score * 0.70 + Price Score* 0.30

The best evaluated proposal will be the one with the highest total weighted score.

The Government reserves the right to only announce the identity of the Successful Bidder once the final discussions regarding the Contract have been concluded.
satisfactorily. Should discussions on the final terms of the contract fail to be concluded to the satisfaction of the Government or if probity indicates that the Successful Bidder will not pass vetting, the Government reserves the right to order discussions with the next highest ranked Bidder.

Given the procedures and consultations described above, the intention is to ensure that the Bidder will have participated in and agreed to the procurement and evaluation process and thereby accepts the findings and the decision of the CTB.

49. Bonds, Penalties and Insurances

49.1 Bid Bond

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The Bidder must include with the Proposal a Bid Bond to guarantee the availability of the goods and services offered until Contract execution. The Bid Bond shall be issued in the amount of Rs 6,000,000 Mauritius Rupees (MUR) (six million MUR) and be in form and substance acceptable under the laws of Mauritius and issued by an issuer licensed to do banking/bonding business in the Republic of Mauritius. The Bid Bond should, at least, cover the bid validity period.

The Bid Bond will be returned to unsuccessful Bidders immediately upon the award of the Contract. The Bid Bond of the Successful Bidder will be retained until the Contract is executed and the Government is furnished with an acceptable performance bond. The Bid Bond will be forfeited to the Government if the Successful Bidder fails to submit the performance security or other security, as required, within 15 business days of the date of award of Contract or fails to execute the Contract when required to do so by the Government.

A format of Bid Bond is provided at Section 7.

Note: Bidders are advised to timely secure any Bonds from local Mauritian Banks.

49.2 Performance Security

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The successful bidders will be required to submit a performance security in form of an unconditional bank guarantee issued by a Mauritian Bank on the award of the contract or equivalent to 10% of the contract value. This performance security will bind the successful bidder to faithfully fulfil and perform its contractual commitments throughout the period of the contract.

The cost of the bank guarantee is to be covered by the successful bidder. In the event of default by the successful the Government, with the approval of the CTB, shall have the sole right to select an alternative contractor.
The contractual conditions shall permit the Government to request payment of an amount of money as compensation in respect of failure by the successful under the contract for non-performance or inadequate performance. In the event of penalties not being paid, the sum shall be set off against the bank guarantee.

A format of Performance Bond is provided at Section 7.

Note: Bidders are advised to timely secure any Bonds from local Mauritian Banks.

49.3 Insurance

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The Tenderer shall submit proof of Professional Indemnity Insurance for a minimum value of MUR 40,000,000.00 and Public Liability Insurance for a minimum value of MUR 20,000,000.00 relating to the nominated persons. An undertaking from an insurance company to that effect should be submitted along with the proposal, failing which the tender may be rejected.

50. Disclosure Requirement

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This section is a critical disclosure requirement to this RFP.

(a) “ The bidder should provide accurate information on any conviction by any Court of Law for fraudulent or corrupt or collusive or coercive practice as hereunder:-

(i) whether the company making the bid has been convicted of any offence;
(ii) whether the person managing/representing the company making the bid has been convicted; or
(iii) whether any other company managed/represented by that person has been convicted.

Any such conviction against the bidding company or person managing/representing the bidding company or any other company managed by that person managing/representing the bidding company may result in the rejection of the bid. Non-disclosure of such information may also result in the rejection of the bid.”

(b) The Client may terminate the Contract, by giving not less than seven (7) days’ written notice of termination to the Contractor after the occurrence of any of the events specified in sections (i) and (ii) hereunder:

(i) if the Contractor, in the judgment of the client has engaged in any corrupt or fraudulent or collusive or coercive practice in competing for or in executing the Contract; and
(ii) if the Client becomes aware during the execution of the contract that the Contractor did not disclose that he or his Successors were under a declaration
of ineligibility for corrupt or fraudulent or collusive or coercive practice issued by any international funding agency.

For the purpose of this clause:
“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the selection process or in contract execution;
“fraudulent practice: means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the purchaser/employer, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser/employer of the benefits of free and open competition; “collusive practice” means a scheme or arrangement between two or more bidders designed to influence the action of any party in the procurement process or affect the execution of the contract; and “coercive practice” means harming or threatening to harm directly or indirectly, persons or their relatives or their property to influence their participation in the procurement process, or affect the execution of the contract.

50.1 Litigation and Investigations

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The Government has a strong interest in the Bidders’ current and continuing ability to produce secure, high-quality products and services. Bidders must list and summarize a complete disclosure of any civil or criminal, pending or threatened litigation, administrative or regulatory proceedings or similar matters whether or not Bidder believes that such action could affect the ability to produce and/or deliver the desired product or services. Bidders must also state whether they or any owners, officers, or directors have ever been convicted of a criminal offence. A Bidder must also disclose any civil or criminal litigation or indictment involving any of its joint venturers, strategic partners, prime contractor team members and/or subcontractors.

Failure to disclose such matters may result in rejection of the Bidders Proposal or in termination of any subsequent contract. This is a continuing disclosure requirement; any such matter commencing after submission of a Proposal under this RFP and, with respect to the bidder after the execution of a contract, must be disclosed to the CTB in writing, within ten (10) days after the Bidder receives notification.
Section 1.3

REGISTRATION FORM
for prospective bidders

Implementing a Land Administration, Valuation and Information Management System (LAVIMS) Project

Kindly fill in this form after obtaining the RFP documents. Email, mail, or fax the completed form to the contact address below:

The Permanent Secretary
Ministry of Housing & Lands
2nd Floor, Moorgate House
Sir William Newton Street
Port Louis
Republic of Mauritius
E-mail: mhl-lavims@mail.gov.mu
Fax: (+230) 213-1331

Your contact address will be used to inform you about any addendum to the RFP document.

Failure to return this form will not affect your rights to submit a Proposal, but may affect the timely receipt of additional information distributed by the Ministry. In case of non-registration, the CTB and the MHL will not be held responsible for any addendum issued and not received.

Name of Contact Person: ________________________________

Title of Contact Person: ________________________________

Organization Name: ________________________________

Address: ________________________________________

Phone No: ________________________________________

Fax No: ________________________________________

Email Address: ________________________________________

Contact Person Signature: ________________________________
ACRONYMS AND DEFINITIONS

<table>
<thead>
<tr>
<th><strong>Agricultural building</strong></th>
<th>Means a building, other than a dwelling house, which is occupied together with agricultural land and is used solely in connection with agricultural operations on that land</th>
</tr>
</thead>
</table>
| **Agricultural land**     | Bare land or land under cultivation including:  
  - sugar cane, tea or tobacco;  
  - vegetables, flowers or similar agricultural produce; or  
  - arable meadow or pasture ground, land used for a wood or for the growth of saleable underwood, market garden, nursery ground, orchards or allotments  
  - Mountain and river reserves  
  Does not include land occupied together with a house as a park, garden, or a pleasure ground or land kept for purposes of sport or recreation or used as a race course |
| **Agricultural property** | Means agricultural land with or without agricultural building |
| **CAMA**                  | Computer Assisted Mass Appraisal |
| **CGV**                   | Chief Government Valuer, Valuation Department, MOFED |
| **CISD**                  | Central Information System Division |
| **Confirmed Values**      | Values that are not subjected to litigation and have been accepted by the owners |
| **CS**                    | Chief Surveyor, Survey Division, MHL |
| **CSD**                   | Chief Surveyors Division, MHL |
| **DCDB**                  | Digitised or Digital Cadastral Data Base |
| **GIS**                   | Geographic Information System - a computer system used for analysis of geographic (spatial) data |
| **GPS**                   | Global Positioning System (in the Project context, survey equipment) |
| **GOM**                   | Government of Mauritius |
| **ICT**                   | Information and Communications Technology |
| **IF**                    | Information form from Registrar General Department to request VD for check valuation/reassessment |
| **LAMS**                  | Land Administration and Management System |
| **LAVIMS**                | Land Administration, Valuation and Information Management System Project, GOM |
| **LAVIMS Agencies**       | GOM land administration agencies involved in development of LAVIMS including the Valuation and Registrar General’s Departments of MOFED, the Chief Surveyor’s Division of MHL, SLO, MITT |
| **LAVIMS IMS** | The computerised LAVIMS project land information management system for securing, managing, sharing / distributing and manipulating project datasets in the LAVIMS agencies. The basis of a future NLIS |
| **Landgate** | Western Australian Land Information Authority, Government of Western Australia – formerly DLI and DOLA |
| **LIS** | Land Information System - an operational computer based system that maintains a comprehensive repository of data about land in digital format, such as cadastral maps, land tenure, land valuations, land tax, land planning and land use |
| **LS** | Land Survey – cadastral survey plans lodged with RGD. Archived copy held by CS |
| **MHL** | Ministry of Housing and Lands, Government of Mauritius |
| **MITT** | Ministry of Information Technology and Telecoms, Government of Mauritius |
| **MOFED** | Ministry of Finance and Economic Development, Government of Mauritius |
| **NLIS** | National Land Information System – the proposed future development and expansion of the LAVIMS into a comprehensive system of managing and distributing land information in Mauritius |
| **Notary** | A land law specialist who prepares deeds for registration on behalf of their clients |
| **NRPT** | National Residential Property Tax- a tax on residential properties levied under the Income Tax Act |
| **OMV** | Open Market Value |
| **PIN** | Parcel Identification Number – a unique lot number based on unique lot number shown on a unique registered plan number. |
| **PIU** | Project Implementation Unit, Ministry of Housing and Lands, Government of Mauritius |
| **Property** | Immovable property including bare land but excluding plant and machinery |
| **Public services infrastructure** | Shall include publicly owned or owned by parastatal bodies:  
  - Water supply dams & reservoirs  
  - Water treatment plants  
  - Power stations  
  - Power substations  
  - Communication towers, masts and exchanges switches  
  - Public Roads  
  - Water/ Sewer pipes  
  - Power lines  
  - Pipe lines  
  - Communication lines  
  - Airport  
  - Harbour/s  
  - Hospitals  
  - Schools |
<p>| <strong>QA/QC/QMS</strong> | Quality Assurance Quality Control Quality Management System |
| <strong>RG</strong> | Registrar General |
| <strong>RGD</strong> | Registrar General’s Department, MOFED |
| <strong>RICS</strong> | Royal Institution of Chartered Surveyors |
| <strong>SC</strong> | Steering Committee for the proposed Modernisation of Land Administration Program, Government of Mauritius |</p>
<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Full Form</th>
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<tbody>
<tr>
<td>SD</td>
<td>Survey Division</td>
</tr>
<tr>
<td>SDI</td>
<td>Spatial Data Infrastructure</td>
</tr>
<tr>
<td>SLO</td>
<td>The State Law Office, GOM</td>
</tr>
<tr>
<td>Team Members</td>
<td>All Professional Staff mobilised for the Project</td>
</tr>
<tr>
<td>TCPD</td>
<td>Town and Country Planning Division, MHL</td>
</tr>
<tr>
<td>UTM</td>
<td>Universal Transverse Mercator – a map projection which is proposed for Mauritius</td>
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<tr>
<td>VD</td>
<td>Valuation Department, MOFED</td>
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<tr>
<td>VLA</td>
<td>Valuation of Land Act</td>
</tr>
<tr>
<td>VS</td>
<td>Valuation System - a computer based system for storing, manipulating and retrieving valuation data and information</td>
</tr>
<tr>
<td>WA</td>
<td>Western Australia, Western most state of Australia</td>
</tr>
<tr>
<td>WGS 84</td>
<td>World Geodetic System 1984 – a geodetic datum for global positioning and used by the GPS satellites and the basis of the datum proposed for Mauritius.</td>
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</table>
Section 1: TERMS OF REFERENCE

1.0 INTRODUCTION

Land administration is of particular importance to any government and the information infrastructure components related to land support a wide range of governmental functions. These include ownership of land, taxation of land, land use regulation, utility maintenance and construction, environmental compliance, and many others. Land administration functions involve a number of disciplines, ranging from law, valuation, surveying, land registration and land planning. The technologies that support such functions are complex, for example land and geographic information systems and the global positioning system, and are changing rapidly also.

The Land Administration, Valuation and Information Management System (LAVIMS) Project is the first and major part of an ongoing reform program that will deliver the essential building blocks for a modern Land Administration and Management System (LAMS) for the Republic of Mauritius. The three major outcomes of LAVIMS for the Island of Mauritius are: a Property Valuation; a Cadastre; and a parcel-based Deeds Registration System, integrated and supported by an appropriate Information Management System (IMS).

The LAVIMS consulting project reflects the complexities and multi-disciplinary approach required of a modern land administration system. Design and development incorporates institutional, legislative and technical considerations, utilizing a multiple of disciplines, including photogrammetry, remote sensing, GPS, GIS, surveying, land law, valuation, public administration and information systems. The ideal contractor team to implement the LAVIMS project could incorporate government agency expertise, academic expertise, and private sector expertise, to cover the span of disciplines required.

Responsibility for reform of the land administration system is shared by the Ministry for Housing and Lands (MHL) and the Ministry for Finance and Economic Development (MOFED), Government of Mauritius (GOM). These two ministries have jointly created the LAVIMS project.

The development of the concept and management of the LAVIMS Project, including the Request for Proposal (RFP) process, is under the control of the LAVIMS Steering Committee that is supported by a dedicated Program Implementation Unit (PIU) secretariat in MHL.

The GOM has agreed that the Steering Committee, through the PIU, will outsource the LAVIMS Project to a suitable Contractor under a single contract.

1.1 LAVIMS PROJECT DEVELOPMENT AND CONCEPT

The LAVIMS Project resulted from discussions between MHL and MOFED on merging two previous land administration related projects and from three reports prepared by Landgate International Services of the Western Australian Land Information Authority, Government of Western Australia. The three reports being:

• Land Administration and Management System (LAMS) Project Design Document (PDD), May 2007; and

The overall objective and purpose of the final LAVIMS Scoping Assignment was to integrate and synchronise two GOM land administration projects, namely (i) the Land Administration and Management System (LAMS) Project and (ii) the Cadastral Survey and Valuation (CSV) Project. The LAVIMS Project was scoped to document an impartial and practical solution that would facilitate concept approval and in turn lead to outsourcing to a suitable Contractor under a single contract, implemented through a RFP process.

The concept of the LAVIMS Project has been based on modifying existing systems (where they exist), or introducing model systems acceptable to the key contributors and stakeholders. Therefore the RFP design should address the specificity of Mauritius and be based on known systems and work practices, modified to accommodate the development of LAVIMS. LAVIMS is therefore not the green-field project that it may first appear.

The following high-level issues in land administration in Mauritius have been identified:
• the land market and private land transactions are not currently properly supported by a secure registration system or convenient records search mechanisms;
• the registration system is currently completely dependent on cadastral surveys and survey plans prepared by private surveyors, which are not currently examined for quality/accuracy at a Government level;
• allied to the cadastral surveying issue is the fact the surveys are not carried out in a framework of a complete cadastre, and there is no agency assigned to compiling and maintaining the cadastre;
• whilst there is a natural linkage between land titling and land transactions, there is an absence of any check over the system where land titles are based on the notarial deed which adopts the memorandum of survey or survey report. This absence of examination of the memorandum of survey suggests that there must be a certain amount of error in the system.

The Proposer’s submission must therefore take these issues into account and adapt existing inputs and available data into their proposed solutions to reduce costs and implementation times. The GOM through the Steering Committee will be conducting a land Data Management Study to quantify and qualify available datasets to assist the Contractor. There is no known cadastre or spatially enabled owner or street address data files available at the present time and the Contractor must factor in a data matching and cleaning process to build a reference dataset for LAVIMS.

1.2 LAVIMS PROJECT - OVERVIEW OF REQUIREMENTS

The Project’s overall scope is:
• limited to the Island of Mauritius;
• major components of LAVIMS to be undertaken by the project are:
  • a market value based Valuation and the preparation of a Valuation List of firstly all residential properties, and then all other properties excluding those used for agricultural and public purposes;
  • generation of a complete cadastre, to be current and comprehensive in identifying all cadastral land parcels, their areas (extent) and abuttals. It is to be derived by a
compilation from existing sources of land survey information, or possibly by the resurvey all land parcels depending on time and cost constraints;

- a modified Deeds registration system that records all ownership and rights in land, enhanced to recognise land parcels and to accommodate a functioning land administration system;
- an IMS that provides for managing and sharing data and land information;
- the information components of LAVIMS are to be integrated through the IMS, linked such that enquiries in one IMS sub-system can provide simple and convenient access to other project datasets, or the transfer of information contained in any or all other sub-systems.

LAVIMS priorities are influenced by the valuation component imperatives, namely:

- that values for all residential properties or residential bare land that could be subject to the National Residential Property Tax (NRPT), are required to be supplied by the project to the Valuation Department (VD), MOFED, by 1 April 2009 and in force by 1 July 2009, and;
- that values for all other properties reasonably likely to be subject to local government rating, assuming that all land on the Island was subject to assessment, are required to be supplied by the project to the VD, by 1 April 2010 and in force by 1 July 2010 for properties other than residential located within Municipal Council areas and by 31 December 2010 for those located outside.

The scope and timeframes for LAVIMS provides for a very demanding project, all to be completed within the stated valuation component timeframes. An understanding of, and a solution for, this circumstance must be addressed in all responses to the RFP.

1.3 PROJECT RESPONSIBILITIES

Due to the fast tracking of LAVIMS and limited local availability of technical expertise in land administration systems and project management, Proposers are required to be expert practitioners in field of land administration consulting. The Proposer’s RFP submission must therefore clearly and directly identify, address and demonstrates:

- expert knowledge in all the required aspects of land administration sufficient to run the entire project independently if necessary;
- capacity to successfully complete the LAVIMS with the designated timeframe;
- technical expertise to design, develop and implement the systems/data capture/data linking and data sharing components of LAVIMS;
- management expertise to develop a coherent program to achieve the LAVIMS project, and to keep the program on track, on time and within the specified costs;
- proven track record in and conducting similar large complex land administration, data collection, data compilation and processing projects.
- Expert knowledge and proven track record in property valuation and application of CAMA.

Proposers to the RFP who do not demonstrate that they have a proven track record of similar capture projects and sufficient expert knowledge will be excluded from consideration. It is emphasised that this LAVIMS project is not just a system development project and the major components are the data collection, data compilation, processing of
tasks and valuation of property (including application of CAMA) that require considerable expertise and experience to perform successfully.

The Contractor will be responsible for the:

- formation of any consortia, whilst retaining sole responsibility for delivery of the project and all outcomes;
- formulation of project design and scheduling;
- project management and reporting to the Steering Committee, through the PIU;
- preparation of submissions to attain Steering Committee approval of significant initiatives or modifications to the agreed RFP proposals;
- supply of necessary software and hardware;
- development, modification and customisation of any software;
- formation of contract teams;
- data collection, storage and security;
- loading of spatial data into a shared GIS that is OGC compliant and capable of being web enabled;
- development of a public communication strategy, developed in conjunction with the Steering Committee;
- development of QA procedures in cooperation with the Steering Committee;
- assisting in the identification of legislative change necessary to support the conduct of the LAVIMS Project or the implementation of its outcomes, done in cooperation with relevant LAVIMS agencies and the Steering committee;
- workflow and business process reengineering to obtain efficiencies from new systems;
- documentation of systems and procedures sufficient for relevant LAVIMS agency staff to take over operational responsibility for systems;
- training and capacity building of relevant LAVIMS agency staff, sufficient to take over operational responsibility for systems;
- the project implementation strategy and work plan schedule;

1.4 REQUIREMENTS FOR THE LAVIMS PROJECT

1.4.1 Project Requirements

- Demonstrate your knowledge and expertise that will be engaged and sufficient to run the entire LAVIMS project, independently if necessary;
- Describe your capacity to successfully complete the LAVIMS project within the designated timeframe;
- Describe your technical expertise to design, develop and implement the systems/data capture/data linking and data sharing components of LAVIMS;
- Describe your management expertise and processes required to develop a coherent program to achieve the LAVIMS project, and to keep the project on track, on time, within your design specifications and within the specified costs;
- Demonstrate your proven track record in conducting similar large complex land administration data collection, data compilation, processing projects and property valuation (including application of CAMA);
- Specify your Approach and Methodology, Schedules and Staff Input proposals for undertaking the LAVIMS project.
- Describe your project management process.
• Demonstrate your ability and capacity to deliver the system and data conversion requirements.
• List your access requirements to LAVIMS agency systems and data.
• List any other dependencies on MOFED, MHL or GOM (eg timely approvals, decision making, liaison, committees, publicity, quality certification, testing resource, progress payments, access, GOM system enhancements, Subject Matter Experts, Chief Technical Officer, and System Architects).

Note: Project management questions specific to each of the major LAVIMS project components are included in the relevant areas of the RFP and must be addressed in all responses to the RFP.

1.4.2 Public Participation and Awareness

• Submit a communication strategy towards assisting the Government and the Contractor in achieving optimal access to properties for purposes of data collection.
1.5 INFORMATION TO BE PROVIDED BY THE GOVERNMENT

1.5.1 GENERAL VALUATION

The Government and Municipalities will make available to Tenderers all information contained in the following offices:

- The Deeds Registry
- The Chief Surveyors office including the Photogrammetry unit and the Cartography Unit
- The Government Valuation Office
- The Ministry of Housing and Lands
- The Municipal Offices records relating to the levying of rates and the approval of building plans

The Registrar General Office

This is a 100% paper based environment referenced primarily by Property Owner with documents dating as far back as the early 1800’s. Post 2002 transactions have been captured in an Oracle database over which a simple search portal exists for quicker deeds searches (by owner or by deed). Once a Deed Number is returned by the system, the paper copy needs to be extracted as per the normal manual search procedures. This office has also advanced (to approximately two thirds) in capturing the Owner and Deed number of Deeds between 1804 and 2001, starting from the earliest 1804 Deed. This would in theory leave approximately 70 years still to be captured. Title Deeds are written in French.

The Deeds record system is such that it references and maintains all transactions by Owner and Volume Reference. In order to establish the current owner, the searcher must first look up the Owner index which will then refer to the ‘Repertoire’, which in turn will indicate whether the owner is current or not. Most Deeds contain the Reference number of the Survey and site location plan of the property.

The Registrar General Office also contains all State Land Lease documents.

Chief Land Survey Office

There is no electronic geo referenced data, nor is there a complete or partly complete set of co-ordinate based spatial data available for Mauritius. The Chief Survey office functions mainly as a repository of paper based property drawings, many of which are duplicated and most of which, although narrative and descriptive, do not offer any geo-referenced data. The Survey ‘diagram’ does not contain a cross-reference to the Title Deed.
Photogrammetry Unit
This unit captures ground structure and natural boundary attributes off 1997/2000 aerial photography (black and white) with ground resolution of 0.5 metres. Approximately 90% is covered by aerial photography and includes most of the urbanized areas.

However, approximately 47% of mapping at scale 1:2500 using aerial photography coverage of 1997/2000 is available for the island.

There is no reference on this data layer to property descriptions, property boundaries and no geo-referencing.

Municipalities
Approved Building Plans, Town Planning Schemes and other relevant records are held by the Municipalities. The Tenderer will have access to these records and may be required to extract these themselves as there is a potential shortage of Municipal staff resources.

The Valuation Office
The property files held by this office are fully paper based and for the most part contain current and historic Base Data (Deeds Data) and property component data (building descriptions and building sketch plans). These records are in respect of all properties within Municipalities (Towns) and partly in respect of District Council (rural) properties.

Information from the above offices will act to assist with the pricing of the Tenderer’s submission.
2.1 CADASTRAL PROJECT BACKGROUND

The cadastre is the key spatial component of the LAVIMS Project but is not a well developed system in Mauritius. Therefore a complete cadastre is required to be generated for the Island through the LAVIMS project, and is to include all private and State land parcels. Procedures for the accelerated establishment of a cadastre, accomplished within the project timeframes, need to be designed to comply with current cadastral practices in Mauritius.

Current survey legislation and regulations still need to be amended to:
- provide for cadastral powers being assigned to the Chief Surveyor MHL;
- geodetic datum issues;
- for surveys to meet prescribed standards, and
- disciplinary powers to enforce survey regulations.

GOM is addressing this legislative requirement as a matter of priority. Legislation, processes and standards are likely to include new procedures for lodging and maintaining the cadastre, connections to the geodetic framework in prescribed areas, and the requirement for digital data files associated with the cadastre.

2.2 CADASTRAL PROJECT OBJECTIVES

The LAVIMS Cadastral System reform objectives are to:
- generate a complete cadastre of all private and State lands over the Island of Mauritius;
- relate all points and polygons in the cadastral framework to the geodetic datum of Mauritius;
- provide a system of uniquely identifying every land parcel on the Island of Mauritius;
- provide a system of uniquely registering and identifying all plans and diagrams of cadastral survey within the office of Chief Surveyor of MHL;
- integrate with the deeds registration and valuation systems to provide a one-to-one correlation between each cadastral lot, lot number, plan or diagram of survey, deed, owner, street address and the property valuation;
- reform workflows and business processes within the CS office to provide for registration of new surveys and plans and diagrams, examination and approval of new surveys and examination and approval of the cadastral framework provided under LAVIMS;
- improve the Chief Surveyor’s capacity to eventually provide information to its stakeholders on line;
- provide training and capacity building of relevant staff, sufficient to take over operational responsibilities.

2.3 CADASTRAL PROJECT REQUIREMENTS

The cadastre generated under LAVIMS is required to be spatially consistent and must be current and comprehensive. That is, every cadastral lot or parcel on the Island of Mauritius must be uniquely identified, and the relationship of each land parcel with any other abutting or adjoining land parcel and road is to be fully established. The cadastre will be georeferenced in terms of the geodetic datum of Mauritius, which is based on WGS 84.
A system for the generation and registration (at the office of the Chief Surveyor) of uniquely identified plans or diagrams is required in support of establishing the cadastral framework. These survey plans or diagrams would show individual lots and lot numbers, their area (extent), relevant abuttals, adjoining roads and administrative district or districts.

Any cadastral surveys must be undertaken by surveyors registered in Mauritius to undertake such surveys. All survey plans and/or diagrams must be registered and be approved at the Office of the Chief Surveyor, MHL.

If the response to the RFP is based on compiling the cadastre from existing survey information, and/or from imagery based techniques, the spatial accuracy will need to be generally established to:
- within 3 metres absolute accuracy, relative to the geodetic datum of Mauritius;
- a relative accuracy for adjoining cadastral points within 0.5 metres.

Alternatively, if the response to the RFP is based on undertaking cadastral survey of all land parcels on the Island of Mauritius, then the accuracy requirements are:
- 0.15 metres or better for point coordinates, derived in terms of the geodetic datum of Mauritius;
- individual boundary measurement accuracy to within 0.03 metres or better;
- angle measurement accuracy to within 20 arc-seconds or better;
- azimuth measurement accuracy to within 30 arc-seconds or better;
- linear closure of the boundaries of each land parcel to within 1:10,000 or better;
- the area of each land parcel to within ± 0.75 m$^2$ or better;
- All survey data needs to be available in digital format that is usable within the office of the CS.

2.3.1 Design of the Cadastral Generation Project Methodology

To provide for essential parallel support processing and registration of cadastral matters by the Chief Surveyor of MHL, the cadastral generation program under LAVIMS (either by compilation from existing information, from imagery, or by resurvey) needs to be developed, agreed, promulgated and well understood by all parties involved, and project regions identified. This program plan will have the advantage of enabling parallel processing by separate teams, and relevant prioritisation of individual areas to meet Project and MHL/GOM needs. Searching of survey plans, maps and deeds will be based on this program. It will be the basis on which staff will report progress and by which management will track and measure project progress.

2.3.2 Backcapture of Survey Plans

There is a requirement under the LAVIMS Project for the backcapture of all LS Survey Plans, in a digital format. Backcapture of all LS Survey Plans is required in order to provide the current sketch of the land referred to in a deed or document.

2.3.3 Multipurpose Cadastre

The cadastral framework established under the LAVIMS project is required to be a multipurpose cadastral solution, delivered in a DCDB/GIS environment.

A cadastre generated by compilation from existing survey information must be capable of being spatially upgraded to survey accuracy through the introduction of new survey data into the cadastral framework provided under LAVIMS. Improvements will be made through the
normal land transaction processes in Mauritius, where new and accurate coordinated surveys will be lodged with the office of the Chief Surveyor and integrated into the LAVIMS cadastre.

It is possible to add other pieces of information to the basic cadastre to enhance it and make it more multipurpose. Therefore the following information should be collected:
(a) Geodetic Network;
(b) Survey connection lines to build a framework;
(c) Area and boundary dimensions of each land parcel;
(d) Zoning of each parcel for planning purposes;
(e) Administrative boundaries for National Districts, Local Government Municipalities and Districts, and Electoral districts.

2.3.3.1 Multipurpose Cadastral System Design
Responsibility for the design and configuration of the cadastral system, the design and configuration of the GIS, designing and documenting all data capture procedures, and for achieving approval and acceptance by the GOM of the design and system proposals, will be that of the LAVIMS Project Contractor.

2.3.4 LIS / GIS Requirements
Software and databases purchased for LAVIMS to build and maintain the cadastre requires the capability to upgrade the DCDB from digitised accuracy to a precision numeric model. This requires the DCDB to have full survey topology and the ability to assign derived dimensions to the digitised lines from the initial cadastral generation project.
- The GIS required for LAVIMS is a comprehensive platform for delivering enterprise applications via the Web with full data topology supporting survey data.
- The GIS should be purchased as soon as possible and existing geographic datasets loaded for the cadastral compilation program. This would deliver early benefits to all users, demonstrate the capabilities of GIS and also help train staff.
- When considering and selecting GIS hardware and software platforms the requirements of the GOM for the GIS initiative will need to be actively pursued and addressed.

2.4 REQUIREMENTS FOR THE CADASTRE
2.4.1 Project Requirements
- Describe your project management process for generation of the cadastre.
- Demonstrate your ability and capacity to deliver the system and data conversion requirements.
- List software licences and hardware that will be utilised and that will be then transferred to GOM.
- List your infrastructure and accommodation requirements to be provided by the Chief Surveyor (CS), Survey Division, MHL.
- List any other dependencies on MOFED, MHL or GOM (eg timely approvals, decision making, liaison, committees, publicity, quality certification, testing resource, progress payments, access, GOM system enhancements, Subject Matter Experts, Chief Technical Officer, and System Architects).
2.4.2 Establishing the Cadastre

It is estimated that there are more than 350,000 cadastral lots (please refer to 4.3) on the Island of Mauritius.

- Describe whether and how a significant variation in the final number of cadastral lots would impact the Project.
- Describe how you will capture and generate the cadastre of all State and private land including agricultural land on the Island of Mauritius;
- Describe the process of relating all points and polygons in the cadastral framework to the geodetic datum of Mauritius, and ensuring its spatial integrity is to required standards;
- Describe the system of auditing the cadastral capture methodology to ensure every cadastral lot is captured, to the proposed standards and accuracy;
- Describe the system of unique identification of all cadastral lots;
- Describe the system of unique registration of cadastral surveys at the office of the Chief Surveyor;
- Describe how the unique parcel identification and registration system proposals will affect and be addressed through and within the Chief Surveyor’s office;
- Describe the effect of these changes on the cadastral surveyors of Mauritius, and how this will be addressed;
- Describe the outputs from the cadastral generation process;
- Describe procedures for undertaking and registering any check survey fieldwork to generate missing cadastral Information, or to verify/audit the cadastre generated by office-based techniques;
- List any of the significant powers required by the Chief Surveyor, through legislation and regulation, to operate within the proposed cadastral system;

2.4.3 Cadastral System Design

- Describe the program of cadastral capture, how you will involve the relevant LAVIMS agencies of the GOM and achieve sign-off on your program proposal;
- Describe the requirements for the support of the GOM for systems and for sources of cadastral information;
- Describe the relationship and priorities of the cadastral, registration, valuation and information management system components of your design proposal;
- Describe how the design achieves data matching and linking between the cadastral, registration, valuation and information management system components of your design proposal;
- Describe, to the extent required by your proposed solution to generating the cadastral framework, the process of upgrading the DCDB from digitised accuracy to a precision numeric model (this requires the DCDB to have full survey topology and the ability to assign derived dimensions to the digitised lines from the initial cadastral generation project).

2.4.4 Backcapture of Survey Plans

- Describe how you will design and implement the digital backcapture of cadastral plans and diagrams (for example, this might be based on scanning of the LS Plans).
- Describe the storage and retrieval solution for use within the Project and for use by all LAVIMS Agencies;
- Describe how you will implement the proposed solution for new LS Plans lodged at MHL, including training relevant LAVIMS agency staff;
• Describe the requirements of your proposal for MHL staff to perform the digital capture of all new LS Plans lodged at MHL;

• Describe the training to be provided to the MHL backcapture team in the backcapture system requirements, operation and procedures;

• Describe how you will retrieve backcaptured LS Plans and make them available to MHL and RDG, Stakeholders and LAVIMS Project Agencies;

• Describe how you will liaise regularly with the MHL LAVIMS Project team/s to:
  • advise on future processing plans;
  • report on current status of digital backcapture project;
  • assist with resolution of anomalies or complaints received by the MHL;
  • provide regular progress reports on LS Plans that may be retrieved by Stakeholders and LAVIMS Project Agencies.

• Describe how you will index LS plans required to be backcaptured (for example by a barcode labelling process - supplying, printing and attaching).

2.4.5 Multipurpose Cadastre and LIS/GIS

• Describe the design and implementation your multipurpose cadastral proposal;

• Describe the level and type of documentation that will be provided under your proposal;

• Describe your hardware and software DCDB/GIS environment proposal, and the platform capability for delivering enterprise applications via the Web;

• Describe the mandatory multipurpose information types that will be collected under your proposal, and any other optional information types you propose;

• Define the design and implementation team profiles you will use to accomplish your proposed solution;

• Define the level of penetration of the system, or system components, that is proposed into LAVIMS agencies to provide for their participation in the project, and for their ongoing use after the project;

• Describe how you will implement the penetration of the system, or system components, into LAVIMS agencies that is proposed;

• Describe how you would provide recent and suitable resolution imagery (air photo, orthophoto or satellite imagery) for use in the cadastral compilation and valuation projects;

• Describe how you would store recent and suitable resolution imagery in the LIS/GIS, and provide access to LAVIMS agencies.
Section 3: DEEDS REGISTRATION REQUIREMENTS

3.1 DEEDS REGISTRATION PROJECT BACKGROUND
The current RGD’s registration process is a Deeds based system that is mostly paper-based. It is supported by a digital names index for searching purposes. The searching of Deeds is difficult and time-consuming as there is no chain of Deeds available and no property index. The paper records are not secure from fire, theft and deterioration resulting in missing or unreadable records. The increasing requirements for land, increased volume and complexity of property transactions and the stricter controls on use are putting pressure on the existing system further highlighting the need for reform and have an efficient deed registration system.

The land parcels are defined on Land Survey (LS) plans lodged with the RGD and then handed on to the Chief Surveyor in MHL for archiving. There is no cadastral processing of these LS plans and no cadastral index map exists. The lodged plans are assigned sequential LS numbers but the lots depicted are often not uniquely identified. Many land transfers involve a resurvey and lodging of a new LS plan with RGD. Some cadastral compilation plans have been prepared by surveyors for small project areas by joining together the individual LS plans. Without the concept of a cadastre, the interests in land are difficult to determine and link together, because location is often all they have in common. Reforming the registration process to be land parcel based with an indexing system will dramatically improve the operability of the entire system.

The introduction of a cadastre in digital format under LAVIMS requires that the current Deeds based registration process is also reformed to become a land parcel based system. The cadastral Parcel Identification Numbers (PIN) created will link the Registration, Cadastre and Valuation systems together and provide the basis for linking land administration records to other databases (eg, at the Town and Country Planning Division of MHL).

3.2 DEEDS REGISTRATION PROJECT OBJECTIVES
The LAVIMS Registration reform objectives are to:
- provide convenient access to deeds records for LAVIMS Government Agencies, the LAVIMS Valuation team and Cadastral compilation team through digitisation of 30 years of deeds records;
- integrate registration with the cadastre through the introduction of land parcels as the primary entity in the registration process and records systems;
- provide for all new Deeds concerning ownership or interests in land to be registered against the relevant land parcel identified in the cadastre;
- capture of all links from live deeds of ownership to the relevant land parcels;
- from implementation, commence recording a history or chain of deeds ownership and interests in individual land parcels, with the capability of backcapture if provided by the Notary on a Deed Summary Form;
- efficiently sending sales information to the Valuation System and sending and receiving check valuations from the VD;
- reform workflows and business process within the RGD to bring efficiencies to the registration of Deeds and documents; and
- improve RGD’s capacity to eventually provide information to its Stakeholders on line.
3.3  DEEDS REGISTRATION PROJECT REQUIREMENTS

3.3.1 Project Requirements

- Describe your project management process.
- Demonstrate your ability and capacity to deliver the system and data conversion requirements.
- List software licences and hardware that will be utilised and that will be then transferred to GOM.
- List your infrastructure and accommodation requirements from the RGD.
- List your access requirements to systems and data.
- List any other dependencies on RGD, MHL or GOM (eg timely approvals, decision making, liaison, committees, publicity, quality certification, testing resource, progress payments, access, GOM system enhancements, Subject Matter Experts, Chief Technical Officer, and System Architects).
- Describe interdependencies to other phases of LAVIMS program including the requirement for accessing Deed copies.

3.3.2 E-business

Continue the GOM computerisation of the RGD records that will eventually lead to the introduction of e-business initiatives. Due to the LAVIMS strict time and cost constraints, e-business initiatives have not been included in the reform program. LAVIMS focus for Registration reform is limited to tasks that can assist in performing the valuation and in building the Cadastre. Proposers can incorporate e-business initiatives in their submissions as optional extras or free incentives as long as they do not detract from the core requirements.

3.3.3 Land Titles

For the LAVIMS Project it has been decided to retain the Deed system, but to reform and integrate it with the cadastre to provide a parcel-based Deeds Registration System.

3.4 REQUIREMENTS FOR REGISTRATION

3.4.1 Project Requirements

- Describe your project management process.
- Demonstrate your ability and capacity to deliver the system and data conversion requirements.
- List software licences and hardware that will be utilised and that will be then transferred to GOM.
- List your infrastructure and accommodation requirements from the RGD.
- List your access requirements to systems and data.
- List any other dependencies on RGD, MHL or GOM (eg timely approvals, decision making, liaison, committees, publicity, quality certification, testing resource, progress payments, access, GOM system enhancements, Subject Matter Experts, Chief Technical Officer, and System Architects).
- Describe interdependencies to other phases of LAVIMS program including the requirement for accessing the cadastral plans, and links to the cadastre and valuation data.

3.4.2 Paper Records Conversion

- Describe how you will convert 30 years of Deeds records (from the 1\textsuperscript{st} January 1978 - estimated to involve about 3,000,000 pages) into a digital environment, index and store them and Quality Assure the process.
• Describe how Deeds older than 30 years, but still active, can be converted to digital format by RGD when a copy is requested.
• Describe how new Deeds of transfer or interests lodged at RGD will be registered (accepted, linked to parent deed, tracked, registered, captured digitally, linked to land parcels, archived and deed delivery recorded).
• Describe how Land Survey plans will be lodged, captured digitally, examined, approved, integrated into the cadastre and delivered.
• Describe how Deeds creating new land parcels are to be registered.
• Describe how the current (latest) ownership Deed in the chain of Deeds for each land parcel registered at RGD will be linked to relevant land Parcel Identification Number.

3.4.3 System Capabilities
• Describe how Deeds records can be easily and quickly searched by LAVIMS Agencies and RGD customers via Owner Names, Parcel Identification Numbers, Street Address and Geographic Area.
• Describe how the RGD and LAVIMS Agencies can access digital copies of deeds and other images held by RGD.
• Describe how copies of Deeds will be provided to customers.
• Describe management reporting capabilities.
• Describe the interface to valuation systems to provide sales information from land transfers, to request the VD for a check valuation (known as an IF) and the response from the VD.
• Describe interface to cadastral system to determine PIN and plan and lot status for the registration of Deeds for new lots.
• Describe how the user fee system will be implemented.

3.4.4 System Design and Implementation
• Describe your implementation strategy, process and schedule (including data conversion projects, introduction of new processes and systems and decommissioning of existing systems).
• Describe interdependencies to other phases of LAVIMS program including the requirement for accessing Deed copies.
• Describe new land indexing systems and databases.
• Describe imaging equipment and data formats used.
• Describe system hardware and software platforms, storage formats, and capacity limits.
• Describe documentation and processes for system security (logon, firewall, update history etc), backup and recovery.
• Describe your workflow and business reengineering change management process.
• Describe your procedures for decommissioning manual processes and records.
• Describe your consultative stakeholder and community communication strategies.
• Describe your training and capacity building processes.
• Describe your documentation for training, user manuals, maintenance procedures and system descriptions.
• Describe your system and hardware handover procedures.
Section 4: VALUATION REQUIREMENTS

4.1 VALUATION PROJECT BACKGROUND
The GOM requires a valuation survey and a valuation of properties within the boundaries of the Island of Mauritius based on market value as defined by the International Valuation Standards Committee and the compilation of a Valuation List in accordance with the Local Government Act which will be amended in due course to include the definition and basis of market value.

There is at present no national database of market values of properties and the compilation of a National Valuation List will provide a comprehensive accurate and updated database of property ownership and values.

Among the properties that are required to be valued are those that could be subject to:
(i) a value based National Residential Property Tax (NRPT) assessment, and/or
(ii) a local government rate, assuming that all land on the Island was subject to local government rating.

Land used for agricultural purposes and public services infrastructure (as spelt out at 4.2) are excluded.

As part of an integrated valuation/cadastre/registration reform, the methodologies employed in undertaking the valuation are expected to complement other LAVIMS Project components. This particularly applies to field inspections and land/property data collection.

The contractor should have a team of professionally qualified valuers who will be responsible for conducting the valuation exercise and producing a national valuation list with confirmed values. The contractor shall deal with all representations and litigations and appear as expert witness and agent of the Chief Government Valuer before the tribunal to depone and support his valuation until completion of the contract on 31 December 2010. The contractor is required to provide, proper training, knowledge transfer, and capacity building to all staff of the VD. The contractor is also required to develop the methodologies and ensure that the officers of VD fully understand the systems and procedures utilised in the application of CAMA and in compiling the valuation list, which must be in accordance with international standards, and comply with statutory provisions and Regulations of the country.

The contractor must provide for the seamless transfer to the VD of the determined values and the developed systems, procedures and methodologies to allow the Valuation List to be maintained and eventually updated and revalued.

The VD will assume responsibility for the Valuation List at the conclusion of the contract and for the conduct of future revaluations.

4.2 PROPERTIES REQUIRED TO BE VALUED
All residential properties whether on private land or State land should be valued and include:
- Residential properties found within limits of settlement boundaries or limits of permitted development
- Bare land or undeveloped land in a residential zone
- Built up residential properties located outside limits of permitted development
As a guide, all residential properties must be valued. Properties other than residential properties (e.g. commercial, industrial, etc) whether on private land or on State land should be valued and include:

- properties found within limits of permitted development
- Bare land or undeveloped land in zones other than residential.
- Built up properties located outside limits of permitted development

As a guide, all properties (used for commercial, industrial purposes, etc) should be valued.

All agricultural properties located outside limits of permitted development are outside the scope of the valuation exercise. However, if there is a building (residential, industrial, commercial, etc) on any agricultural land other than an agricultural building the value of that building together with attending structures and backyard including the land on which these stand should be valued.

Where the properties to be valued are on State land, in addition to the market value of the freehold interest of Government in the land and the market value of the building (if any), the leasehold rights in state land must also be valued if applicable.

When performing the valuation exercise the ownership of the property must be taken into account. For instance, a two-storey building will be considered as one property if it is owned by one person or owned jointly by several persons. However, if the storeys are owned by different persons then each storey should be considered as one property and valued accordingly. Similarly, if the right to construct on top of an existing building has been transferred to another person it should be considered as a separate property even if no building has been constructed yet.

The breakdown of the valuation in terms of the value of the land, buildings (if any) and the value of the leasehold rights in State land must be provided where applicable.

Where a property is used partly for residential purposes and partly for other purposes, the breakdown as far as possible in the valuation for both usage must be provided.

Notwithstanding the above, all properties

(i) located on Pas Géométriques as defined under the Pas Géométriques Act; and
(ii) owned by the State Land Development Company Ltd should be valued.

Public services infrastructure and buildings used by embassies need not be valued.

4.3 ESTIMATED NUMBER OF PROPERTIES TO BE VALUED

The section below provides an indication of the extent of valuation to be undertaken.

Residential properties
According to the 2000 census there were 288,344 housing units and the latest household budget survey indicates that there are around 325,000 households.
Number of residential properties is therefore estimated at 325,000.

**Industrial buildings**
According to the 2000 census there were around 16,500 non residential buildings. Non residential buildings are therefore estimated at 25,000 units.

**Bare Land**
Information on the number of bare land will have to be compiled.

### 4.4 VALUATION PROJECT OBJECTIVES

The objective of the Contractor is to provide:
- a Valuation List containing all properties
- the overall Project management schedule;
- the base cadastral-linked spatial information;
- a system for undertaking mass appraisals, and;
- an information management system for loading, retrieval, storing, linking and sharing LAVIMS data across relevant agencies.

The valuation will be conducted under the following conditions;
- All properties to be valued must be inspected by the Valuer and/or nominated person. Data collected must be capable of being checked, audited, verified and monitored
- The values will be made on the basis of **market value** as defined by the International Valuation Standards Committee; “The estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm’s length transaction after proper marketing where-in the parties had each acted knowledgeably, prudently and without compulsion.” This definition will be enshrined in the statutory provisions of the Local Government Act.
- The methodologies adopted will be subject to the approval of the VD
- The Valuation List will be subject to auditing by the VD against pre-determined quality targets
- All values will be determined as at 1 January 2008 unless another date is agreed between the parties prior to any relevant work having been commenced.
- Rating and taxing assessment requirements demand that the following minimum valuation delivery timelines are met;

<table>
<thead>
<tr>
<th>Date</th>
<th>Valuation Deliverable</th>
<th>Percentage Complete</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 April 2009</td>
<td>Most residential properties</td>
<td>90%</td>
<td>50% with PIN</td>
</tr>
<tr>
<td></td>
<td>These values are required for modelling purposes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 July 2009</td>
<td>All residential properties</td>
<td>100%</td>
<td>50% with PIN</td>
</tr>
<tr>
<td></td>
<td>These values are required for taxation purposes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 April 2010</td>
<td>All residential properties, plus all commercial and industrial properties located within Municipal Council areas</td>
<td>100%</td>
<td>75% with PIN</td>
</tr>
<tr>
<td></td>
<td>These values are required for modelling and subsequent taxation purposes.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31 Dec 2010</td>
<td>All properties (residential, commercial and industrial) on the Island of Mauritius</td>
<td>100%</td>
<td>100% with PIN</td>
</tr>
</tbody>
</table>
N.B. In the Table above, the indicated percentage of values linked to a PIN relates to all values made up to the date specified therein.

The contractor shall:
(i) assist in the modelling for the NRPT and rates, that is the determination of the appropriate rate of taxation and amount of rates including revenue projections;
(ii) deal with all representations and litigations and appear as expert witness and agent of the Chief Government Valuer before the tribunal to depone and support his valuation until completion of the contract on 31 December 2010.

The Government will establish whether the standard of data collection is accurate and in accordance with generally accepted standards of data collection required to undertake valuations as recommended by the Internal Valuation Standards Committee (IVSC).

If the findings of the Government indicate that the standard of data collection is not in accordance with the above standards, the Government will give the Tenderer 30 days written notice to rectify such default, failing which the Government shall be entitled to cancel this tender without further notice. The Tenderer will be given the opportunity within this time to explain to the Government the differences between the findings of the Government relating to data randomly checked by them and data supplied to them by the Tenderer. All data collected by Tenderers in no matter what format, is the property of the Government. A data collection quality assurance plan must be included in the Tenderer’s submission.

4.5 VALUATION PROJECT CONTRACTOR DELIVERABLES
The deliverables are summarised as providing the VD with:
• a completed Valuation List that is suitable and available to meet the GOM’s property rating and taxing requirements;
• a comprehensive database capable of recording all valued properties, with their respective individual descriptors, attributes and other related material;
• a digital database with valuing and comprehensive reporting functionality;
• a Computer Assisted Mass Appraisal System (CAMA) with sufficient licences for the ongoing needs of the VD;
• the capability that all properties, with their respective attributes and values, are able to be spatially linked and displayed in a GIS together with the relevant cadastre and tenure records;
• an image database linked and accessible from the appropriate property record;
• documentation of design and user manuals relating to;
  • valuation methodologies and procedures
  • CAMA system
  • property database and any supporting systems
• training of qualified ICT staff sufficient to provide on-site maintenance and support for the valuation systems and databases;
• training of sufficient qualified valuers and technicians to allow the VD to maintain the Valuation List and databases and successfully perform a subsequent revaluation unaided.
4.6 REQUIREMENTS FOR VALUATION

4.6.1 Project Requirements
- Describe your project management process.
- Demonstrate your ability and capacity to deliver the system and data conversion requirements.
- List software licences and hardware that will be utilised and that will be then transferred to GOM.
- List your infrastructure and accommodation requirements from the VD.
- List your access requirements to systems and data.
- List any other dependencies on RGD, MHL or GOM (eg timely approvals, decision making, liaison, committees, publicity, quality certification, testing resource, progress payments, access, GOM system enhancements, Subject Matter Experts, Chief Technical Officer, and System Architects).
- Describe interdependencies to other phases of LAVIMS program including the requirement for accessing Deed and cadastral plan copies, and links to the deeds and cadastral framework.

4.6.2 Number of values, additional/less values
It is estimated that there are more than 350,000 values required to be made (refer to 4.3).
- Describe whether and how a significant variation in the final number of values actually made would impact the Project.

4.6.3 Valuation Accuracy
All values determined on the system(s) are required to meet international standards of accuracy as recommended by the International Association of Assessing Officers (IAAO).
- Describe how such a set of regulatory and auditing procedures should be jointly developed with the VD, and operate to ensure the software and methodologies have the capacity to generate values that meet pre-determined accuracy benchmarks.

4.6.4 Developing Valuation Procedures and Methodologies
- Describe how a set of consistent valuation policy and procedure documents will be jointly developed with the VD to ensure the valuation complies with local conditions and reflects local market influences and drivers.
- Describe how the supporting sales evidence, sales analysis and assessment methodologies will be collated and provided to the VD for their future reference.
- Describe how both CAMA and manual valuation methodologies will be jointly developed with the VD and how those methodologies will be referenced and recorded.

4.6.5 Progressive Handover of Values
It appears likely that the Valuation List will be provided in more than one stage.
- Describe how values, made in conformity with an agreed delivery schedule, would be progressively handed over to the VD.
- Describe when/how the responsibility for maintaining the Valuation List (making supplementary values) and supporting the Valuation List (processing proposals/objections and appeals), transfers from the Contractor to the VD.

4.6.6 Valuation System (VS) Functionality
The VS solution is expected to provide the necessary software and hardware to deliver a fully integrated digital database of land, property and value records.
Describe how the following activities, developments or outcomes will be achieved:

- Populate the database and develop functionality and procedures that provide for the database to be maintained.
- The VS must be capable of recording the effective date of amendments and contain appropriate security and audit functionality to protect the data.
- The VS must have secure logon ID and user access reporting capabilities.
- The VS must have complete backup and disaster recovery capabilities.
- The VS technology must be capable of supporting 100 concurrent users for online enquiry and data update.
- The CAMA software must be fully integrated with the VS.
- The VS/CAMA must be capable of importing, storing and updating the data collected as Property Description Attributes and utilise this data in valuation calculations.
- The VS must display an online Valuation List and provide Valuation Lists and discrete supplementary lists in digital and hardcopy format.
- Provide querying and reporting capabilities to meet specified standard and ad hoc requirements. This includes reporting of discrete updates to the Valuation List between specified dates. The valuation list produced will be in digital form and able to be viewed and amended on-line and supplied on demand.
- Integrate the VS with the proposed digital cadastral database to facilitate the overlaying and displaying of property and valuation information.
- Provide for the receipt and return of valuation requests from RGD and the storage of sales evidence provided therewith against the relevant land item.
- Provide for the storage and linkage of scanned images, photos, GPS co-ordinates and other digital material to individual properties.
- Provide for the linkage to respective cadastral parcels and to proposed scanned image databases for LS Survey Plans and Deeds.
- Provide for the importing into the VS of information from transportable digital devices such as GPS receivers, PDAs, Tablet PCs and digital cameras.

Apart from the internal system requirements related to the making, storing and recording of values, the provided functionality must provide customers and external users with information in a format that assists them with their business requirements.

Describe solutions in relation to:

- Public accessibility to values, data and sales evidence
- The delivery of updated values and other information to rating and taxing clients

4.6.7 Developing and Delivering a Property Database

For all individually valued properties, the valuation must deliver a database that contains the relevant mandatory fields described in Appendix 1 - Property Description Attributes.

- Describe how QA targets and methods will be collaboratively developed with the VD to ensure that the data is collected and recorded to a level that will satisfy all immediate and ongoing requirements for both the valuation and the LAVIMS cadastral Project.
- Describe the database and how it will be fully integrated with the valuation (calculating and/or recording of values) and other comprehensive reporting (including the Valuation List) functionality.

4.6.8 Computer Assisted Mass Appraisal (CAMA) System

The valuation project requires the development of a CAMA system and methodologies. These methodologies and processes must be capable of:
• assisting with the accurate determination of a minimum of 90% of the values in the Valuation List.
• reproducing the values determined on the system and of producing supplementary values based on changed data.
• being re-used for subsequent revaluations with little or no modification.
• performing multiple trials and final assessing, re-producing the valuation values determined on the system and producing supplementary values based on changed data.

The Proposal should
• Describe a methodology and computer based CAMA system that provides the above requirements in the context of the Mauritius property market.
• Demonstrate your ability to develop and deliver such a system.
• List software licences that will be utilised in the undertaking of the valuation and that will transfer to the VD for their ongoing maintenance of the Valuation List.
• Describe how the functionality will be configured/developed in a manner that takes account of local market nuances.
• Describe what explanatory and assisting materials will be available to ongoing users of the functionality.

4.6.9 GIS Linkage and capabilities
The developed systems must provide the capability of displaying all property data spatially linked to cadastre and tenure records.
• Describe how this functionality will provide for both pre-defined and ad hoc views to be obtained within industry accepted response times.

4.6.10 Systems Handover
The developed valuation methodologies and systems will be provided to the VD for their ongoing deployment. This must be done in a manner that provides for the highest possible level of success and ensures a seamless and effective transition.
• Describe the strategies that will be utilised to ensure the appropriate level of VD involvement with the systems development.
• Propose a timetable for the delivery of the systems within the context of the valuation delivery requirements outlined above.
• Describe the training and knowledge transfer methodologies that will be employed.

4.6.11 Field Data Collection Requirements and Co-ordination
It is envisaged that the field data collection required for both the valuation and cadastral framework projects will, where possible, be done simultaneously for practical and economic reasons. In the absence of a cadastre and land tenure details being available at the time of collecting property details, some form(s) of unique identifiers will be required for each separately valued item of land. The concept of property data being attached to a unique Valuation Identity Number (VIN) that is identified on a hardcopy rectified image and spatially geo-referencing via GPS has been considered. Further identification via the use of “at scene” digital photographs may be useful. In this context;
• Describe what methodologies and procedures are proposed to ensure each separately valued item of land is uniquely described and geo-referenced and how those valued items will be linked to the relevant PIN.
• Describe what data collection project co-ordination management strategies are necessary and how they would be managed.
• Identify the technology that will be utilised in completing the above and advise what hardware/software will be provided to the VD to assist them with their ongoing data maintenance responsibilities.

While only those properties that are, or could reasonably be subject to a value based rate or tax are required to be inspected and valued, all land must be identified and described by reference to a single level GOM classification schedule. This requirement includes all public and community uses, infrastructure, agricultural, religious, educational, recreational and miscellaneous uses.

• Describe how land, not required to be valued, is appropriately identified and linked to the relevant PIN.

4.6.12 Street/Unit/Door Number
The validation or allocation of Street Addressing is a critical aspect of the data collection project.

• Describe how, in areas where street numbering exists, numbers will be validated and/or allocated and what street numbering allocation system is proposed for areas where no numbering presently exists. [Note: This would be done within the proposed GOM Street Address framework and guidelines, refer to paragraph 5.1.2.2 for further details].

4.6.13 Data availability
Existing ownership, property and sales information held by the VD and the various local governments and utilities is likely to be of considerable assistance in undertaking the valuation.

• Describe what property information is considers essential or desirable, what access is expected to be made available and on what basis.
• Describe what data matching and cleansing is proposed to assemble the primary data set upon which the field data validation/collection process will be based.
• Describe any actions required of the GOM to make particular data available.

4.6.14 Resourcing the Valuation Project
• Describe the resources, professional, technical and other that will be utilised in delivering the methodologies, software, hardware and documentation required in undertaking the valuation.
• Provide information regarding the relevant levels of experience of the personnel described above.
• Describe the capacities in which the VD’s staff will be required to be directly involved in the development of the methodologies and software design referred to above.
• Describe how the VD’s staff could be further directly engaged with the valuation and in what capacities. This may include references to involvements as SMEs to assist with project/systems design, in quality control auditing functions or directly involved in the data collection/recording and the making of values.

4.6.15 Communication Strategy
The Tenderer will be required to develop and submit a communication strategy towards assisting Government and the Tenderer in achieving optimal access to properties for purposes of data collection.
4.7 MARKET REPORTS PER PROPERTY SECTOR

The selection and application of Comparable sales data and market indicators arising therefrom are to be comprehensively inspected and analysed during the compilation the Valuation Roll. Records relating to rentals, vacancies, expense ratios, capitalization rates, construction costs and any other data that will have a bearing or an influence on the market value as at the date of valuation are to be documented, recorded and analysed for this tender.

Such analysis is to be fully documented and made available for internal and external monitoring purposes in the form of market reports per property sector.

It is important to note that the physical attributes as they existed at date of sale may well differ from those when viewed by the Tenderer’s Sales Review team.

Actual use and town planning zonings are to be reflected. This includes illegal uses.

Tenderers must satisfy themselves in regard to the number of entries both registered and unregistered forming part of the existing Municipal records. The valuation roll must be capable of being adapted to the rates billing system of the Government.

4.8 DELIVERY OF VALUATION ROLLS

The Tenderer shall be responsible for the printing and binding of 5 original valuation rolls in 9 parts according to Municipal (5) and District (4) Councils. The General Valuation roll shall also be made available to the Government in electronic format.

4.9 VALUATION SYSTEM

The Tenderer shall satisfy the Government that its valuation system will be capable of producing valuation rolls and storing historic valuation data. The minimum requirements of the required Valuation System must be as follows:-

4.10 COMPATIBILITY WITH EXISTING SYSTEMS

Computer assisted valuation techniques used by the Tenderer must be compatible with the Government’s existing computer systems.

4.11 COMPATIBILITY WITH BILLING SYSTEM

The valuation system must be compatible with the billing system of the Government and shall be integrated with the billing system prior to the final delivery certificate being issued.

The contractor may propose a new billing system if required after discussions with the client.

4.12 AUDIT TRAIL

The valuation system must have an audit trail and the system must be able to verify all data that has an influence on values.

4.13 SECURITIES

It must have adequate securities and controls to ensure that critical valuation data cannot be manipulated.
4.14 STORAGE OF DATA AND REPORTING

4.14.1 Valuation data
The valuation system must be able to:

- Store all current and future valuations
- Store historical changes to valuations
- Produce monthly maintenance reports for auditing and checking purposes.

4.14.2 Recording of Tribunals
The valuation system must be capable of recording tribunal applications and data.

4.14.3 Storage of Relevant and Historical Data
The valuation system must also be capable of storing all relevant property data.

This information may include but is not limited to the following:

- Building and improvements data where used in the valuation process.
- Site plans
- Aerial photographs
- GIS data
- Valuation field sheet data
- Other pertinent data of a historic nature
- Digital Photos

The above data must be capable of being linked to each Property in a way that a full history of all data from date of appointment in terms of this tender, pertaining to that Property can be extracted by reference to that property or current owner.

4.14.4 Reporting Functionality
The valuation system must be capable of extracting the following information:

Properties which are subject to multiple uses
- Rates Rebates
- Rates Reductions
- Rates Exemptions
- Specific owner categories e.g. State properties
- Category of properties e.g. suburbs, zonings and area of properties
- Vacant properties
- Reporting by name, region, street name, land extent, building extent, value
5.1 INFORMATION MANAGEMENT SYSTEM PROJECT BACKGROUND

The LAVIMS project is required to deliver an Information Management System (IMS). However, beyond LAVIMS, the overall goal of the broader LAMS reforms is for a complete National Land Information System (NLIS) to be developed. The NLIS is envisaged as being a web-enabled system, based on utilising the Information and Communications Technology (ICT) infrastructure in Mauritius.

The demands of the LAVIMS Project are such that an IMS focused only on LAVIMS requirements is appropriate now. But in the development of the LAVIMS IMS the broader, longer term goals of a NLIS need to be considered, to ensure the post-project development towards a NLIS is not precluded or disadvantaged by the design and implementation of the IMS.

LAVIMS will therefore deliver a IMS limited to datasets required under the LAVIMS project (recognising that subsequent IT/ITC development undertaken by the GOM after the LAVIMS project will deliver the sustainable long-term NLIS, by building on the LAVIMS IMS and expanding the number of datasets and user groups).

The LAVIMS IMS will need to be capable of future development as described above, and will also need to incorporate the strategy from the e-Government concept paper prepared by the Ministry of Information Technology & Telecommunications in 2002, which sets out the Government’s vision for the transformation of the delivery of public services.

A brief outline of the future NLIS is provided at Appendix 2, so that Proposers can ensure their IMS is capable of future post-project development by GOM, from the IMS into an NLIS.

5.1.1 Data Management Study

To assist the LAVIMS project, a land Data Management Study (or an audit of existing data) will be completed by GOM under guidance of the LAVIMS Steering Committee to determine the availability and quality of land information available from existing sources. This detailed investigation will quantify, negotiate and confirm availability of the datasets and lists the attributes stored and their quality. This investigation is to be conducted by senior MHL staff having good negotiation skills and with knowledge of datasets with potential benefit to LAVIMS. The Data Management Study is to be conducted as a high priority as discovery of a good dataset/s could potentially save the LAVIMS Project capture work, and therefore lower costs to GOM. The Study results will be made available to the LAVIMS Contractor.

The principal aims of the Data Management Study are to identify and document:
- the current land data holdings of the relevant government agencies of Mauritius;
- the characteristics (i.e. metadata) of those data holdings:
- the relationship between data holdings and the defined policies of government;
- the data dependencies which currently exist between agencies (i.e. who they might receive data from and supply data to);
- current barriers to, or difficulties with, the receipt or supply of data;
- the techniques and processes used in data management within and between agencies;
• the expressed needs of users (government, private sector and general community) regarding land-related data;
• areas of overlap and duplication in data collection, maintenance and storage;
• opportunities for data sharing;
• areas of operational concern.

The primary outputs of the study will be:
• a comprehensive Land Data Directory (published on the web);
• a broad data model of the current land data holdings of government and their interrelationships;
• a user needs definition and analysis;
• a definition of opportunities for improvement;
• a preferred data model showing the recommended data management arrangements.

5.1.2 LAVIMS IMS Datasets

LAVIMS will require the construction of a number of datasets as prerequisites, to enable it to achieve its objectives. It will also produce datasets as by-products of its processes. These datasets have to be carefully designed to meet LAVIMS requirements and to fulfil their potential to service a broader user need for data. The main LAVIMS IMS spatial datasets, that will become the basis for a broader NLIS over time, are described below.

5.1.2.1 Cadastral Dataset

The cadastral dataset is the single most important base spatial dataset for LAVIMS and one of the fundamental datasets for IMS. It is the crucial spatial link to the deed or ownership information about land itself. Many dozens of other datasets can overlay this base dataset as reference but the cadastral information remains the crucial spatial building block for all of the other information.

5.1.2.2 Street Addressing

Another core information component required for LAVIMS is the street addressing that must be linked to the cadastre and the deeds. Street addressing is the most common and widely used location reference system used by society, world-wide. This dataset will be a key to delivering a LAVIMS system as a user friendly system. It is proposed that the custodianship of the street addressing dataset be assigned to MHL to take on the responsibility, to ensure that it meets LAVIMS national requirements. Street addressing can be linked to the road centreline base layer and to the cadastral land parcels.

While the LAVIMS Project would benefit enormously from the existence of a fully completed and functioning street addressing system, the magnitude and the inherent complexity of establishing and maintaining such a system puts it outside the scope of the Project. It is therefore proposed for the scope of LAVIMS to only collect and utilise property street address for its own needs, and not attempt to resolve the suspected inherent problems in current addresses. The GOM would therefore be responsible for taking the LAVIMS output address file and maintaining it.
The GOM is investigating the need to instigate a team with responsibilities for maintenance of street address. This includes;

- developing a Mauritius Street Address Standards;
- proposing legislation and regulation required;
- develop procedures for address approval, so new land parcels and buildings received official complying addresses;
- instigating a Data Quality Project to review current addresses to ensure compliance with the new Standard, perform correction of anomalies found and informing occupiers and users of those changes;
- ensuring compliance with Regulations, achieved by conducting public awareness promotions, liaison with agencies and prosecution of defaulters.

5.1.2.3 Topographic Base and Aerial Photography/Satellite Imagery
The existing MHL aerial ortho photos and the base topographic 1:2,500 data should be added to the IMS by the LAVIMS Contractor if possible, to improve the efficiency and effectiveness of collecting descriptions of properties for the valuation Project. These datasets should be added as is, purely as backdrops on which LAVIMS data can be overlayed. No major updating should occur for LAVIMS, but certainly for future NLIS development, these datasets should be updated by GOM.

5.1.2.4 Security (Logins) and Firewalls
The LAVIMS IMS system must be secure so that no un-authorised transactions occur. It must provide for users of the system to be traced (along with metering information), to ensure that valid users are not incorrectly accessing information, or so that systematic errors can be corrected. The LAVIMS system should sit behind appropriate firewalls and users should have to create a login before they can get access to the required information. The LAVIMS system will be a “private” system with only authorised users gaining access. There should also be several levels of access depending on the functionality required by individual users.

5.2 INFORMATION MANAGEMENT SYSTEM PROJECT OBJECTIVES
It is required that all LAVIMS agencies have access through the IMS to the data associated with LAVIMS, even if that data cannot be accessed independently by other agencies or the general public. However, the IMS must provide access to those other users through a “front counter” service provided by the core LAVIMS agencies. Given this, and provided that the IMS is extendable and scalable to eventually meet the goal of a complete NLIS, then the Project benefits of the IMS will be considered to have been delivered to Mauritius.

5.3 INFORMATION MANAGEMENT SYSTEM PROJECT REQUIREMENTS
By June 2010 the IMS, supported with a relevant ICT capacity network, is required to be networked across the LAVIMS agencies for the purposes of:

- lodging documents and plans of survey;
- transacting in land;
- seeking planning and valuation information;
- viewing and, if required, acquiring relevant spatial and textual land information data;
- searching land records;
- enquiring on the official value of their property; and
- paying accounts relevant to land administration;
It is required to design and provide a high capacity, high speed ICT infrastructure for the offices of the RGD, VD, CSD and TCPD. The IMS is required to provide the system of storing, retrieving, sharing and utilising the LAVIMS data across the LAVIMS agencies. That is, the IMS is to provide a system containing, or “seamlessly” linked to, the spatial cadastral records, land tenure records, valuations, the CAMA system, property sales evidence, administrative boundaries, owner’s names and street addresses all linked and searchable, plus a orthophoto image, accessible to the relevant LAVIMS agencies.

Some specific IMS requirements are:
- designed to ensure that after completion of the LAVIMS project it is capable of being further developed to meet the longer term goals of a NLIS;
- the street address or Geocode must enable a group of owners names within a defined geographic area to be identified;
- the search facility of the IMS needs to be capable of identifying this group of owners through a number of search keys – Deed number, owners names and spatially through interrogating the cadastre;
- the design must incorporate the needs of the relevant LAVIMS agencies and be compatible with the sub-systems introduced by the project in those agencies;
- the Chief Surveyors production staff must be fully trained in appropriate DCDB Cadastral Maintenance and Spatial Upgrading operational systems;
- ownership of LAVIMS digital image capture equipment to be transferred to GOM at completion of LAVIMS Contract;
- ownership of LAVIMS servers and network equipment to be transferred to GOM at completion of LAVIMS Contract;
- all necessary software licences to operate and maintain the implemented LAVIMS systems be transferred to GOM.

For LAVIMS, data has been identified as one of the most crucial components because the availability of quality data will be the foundation of informed decision making. The integration of this data under a whole of government Spatial Data Infrastructure (SDI) will deliver key information to service customer needs and improve business processes. For LAVIMS, there are seven fundamental spatial datasets that will be required. They are: common geographic reference framework; cadastre; street centreline network; street address; orthophoto (raster); topographic (vector); and a digital terrain model (for height). In addition to this, a number of the base datasets can be integrated to form “Information Products”. By integrating individual datasets into information products, the whole is greater than the sum of the individual parts.

5.4 REQUIREMENTS FOR THE IMS

5.4.1 Project Requirements
- Describe your project management process for the IMS.
- Demonstrate your ability and capacity to deliver the system and data requirements.
- List software licences and hardware that will be utilised and that will be then transferred to GOM.
- List your access requirements to GOM systems and data.
- List any other dependencies on RGD, MHL or GOM (eg timely approvals, decision making, liaison, committees, publicity, quality certification, testing resource, progress
payments, access, GOM system enhancements, Subject Matter Experts, Chief Technical Officer, and System Architects).

- Describe interdependencies to other phases of LAVIMS program.

5.4.2 System Approach

- Describe the IMS design, the IT/ITC infrastructure, and the IMS implementation;
- Describe the framework required for the for inter-agency collection and sharing of LAVIMS data;
- Describe the oversight arrangements through the current Steering Committee structure (recognising that post LAVIMS, as agency, system and data arrangements become more complex, a more multi-purpose and comprehensive structure is required);
- Describe your IMS proposals for meeting the LAVIMS project requirements and how you propose to consider future requirements, to ensure sustainability and relevance, extendibility and scalability to a full web-enabled NLIS to serve the community of Mauritius with all its requirements for land information;

5.4.3 ICT Capability

- Describe your design and implementation proposal for the LAVIMS Project ICT, its capacity, infrastructure and bandwidth requirements;
- Describe how this will be viable, suitable and sustainable within the existing ICT infrastructure in Mauritius;
- Describe your approach, and the requirements, for the ICT to be implemented within the relevant LAVIMS agencies;

5.4.4 IMS Functionality

- Describe the functionality that will be delivered by your IMS proposals.
- Specify the demands this functionality will have on your ICT proposals, and where relevant the capacity of the Mauritius ICT infrastructure to support your LAVIMS IMS/ICT proposals;

5.4.5 Spatial Data Management and Custodianship of Data

- Describe the design of your data capture program, and how you will ensure that no superfluous information is captured;
- Describe how you will ensure that all of the required information is captured from the start to avoid the need to re-capture some information;
- Describe your major data capture standards and how you will ensure data captured under your proposal is to a standard;
- Describe how your data standards and capture will facilitate reuse, and achieve a high cost/benefit ratio;
APPENDIX I
LAVIMS VALUATION - PROPERTY DESCRIPTION ATTRIBUTES

Data Collection Requirements
The following data fields, to the extent that they exist, are the minimum mandatory fields for
the LAVIMS valuation Project’s Field Data Collection task. The various categories and
conventions are to be agreed with the VD.

Residential Property
Property Address
– Unit No/Door Number/House Number
– Street Name(s) (e.g. Ross, King Louis)
– Street Type (e.g. Avenue, Lane, Road, Street)
– Suburb or Village (e.g. Rose Hill)
– Residential Scheme or Estate Name

Property Use (e.g. Res, Com, Ind, Agric), if mixed, show more than one code.

Land
– Extent (area) actual or estimated as quantity or category (e.g. 453m$^2$ or est. 450m$^2$ or
cat.3)
– Frontage (m) Actual or estimated as quantity or category
– Depth
– Slope/Topography as category (e.g. A, B, C, or 1, 2, 3)
– Shape as category
– Views as category
– Road standard as category
– Access as category
– Attributes or detriments as category (e.g. +1, +3 or -2)
– Site Disability
– Planning status/ or potential
– Tenure
– Freehold
– Title deed reference
– Name of owner
– Tenanted or leasehold:
– Reference of tenancy/Lease Agreement
– Name of owner
– Name of tenant/lessee
– Date of commencement of tenancy/lease
– Current rent
– Date Current rent was fixed
– Date of expiry of tenancy/lease
– Renewal option
– Repairing obligations
– Any other covenant
Buildings

- Accommodation descriptor. The most appropriate description as determined from a reference file of alternative description categories as agreed with The Chief Government Valuer. (e.g. House, Flat)
- Floor construction Type(s)
- Floor cover type(s)
- Wall Construction Type(s).
- Roof Construction Type(s)
- Roof type(s)
- Openings (window) Type(s)
- Stair Case (internal, external)
- Approximate or effective year of construction.
- Description of accommodation showing type and quantity eg Kitchen 1, Lounge 1, Bedroom 3.
- Overall quality//finish as a category or grade.
- Number of storeys
- Gross external building area per floor (m²) (e.g. 1st 64.9; 2nd 48.7)
- Total useable building area (m²) (e.g. 113.6)
- Condition of building as category
- On-site car parking facilities by type and quantity (e.g. open bays 2, covered bays 2, garage bays 2)
- Other facilities as codes (e.g. P=Pool, S=Secure fencing/walls)
- Other buildings by type and quality (e.g. Shed 2, animal enclosure 1)
- Lift(s)
- A/C

Sectional Title Schemes
In addition to the above
- Condition of Section as category.
- Floor level
- Views as category

Non Residential Property

Property Address
- Unit No/Door Number/House Number
- Street Name(s)
- Suburb or Village
- Building, Centre or Estate Name

Property Use (eg. Res, Com, Ind, Agric), if mixed, show more than one.

Sub Category Use for
- Commercial (shop, office, hotel, bank, restaurant)
- Industry (light, heavy)
- Agricultural (vegetable, cane, orchard)

Land
Extent (Area) Actual or estimated as quantity or category eg 453m$^2$ or est. 450m$^2$ or cat.3.
Frontage (m) Actual or estimated as quantity or category
Slope as category eg A, B, C, or 1, 2, 3.
Shape as category
Views as category
Road standard as category
Access as category
Attributes (or detriments) as category eg +1, +3 or -2
Site Disability
Planning status/or potential

Tenure
Freehold
Title deed reference
Name of owner
Tenanted or leasehold
Reference of tenancy/Lease Agreement
Name of owner
Name of tenant/lessee
Date of commencement of tenancy/lease
Current rent
Date Current rent was fixed
Date of expiry of tenancy/lease
Renewal option
Repairing obligations
Any other covenant

Buildings
Accommodation descriptor. The most appropriate description as determined from a reference file of alternative descriptions as agreed with The Chief Government Valuer. (eg Shop, Factory etc)
Wall Type(s)
Partitioning types
Floor construction type(s)/floor type(s)
Roof Type(s)
Approximate or effective year of construction
Description of accommodation showing type and quantity (m2) eg Office 50.5
Workshop 213.8, Covered Area 75.8
Useable building area per floor (m2) eg grnd 50.5; 1st 213.8
Total useable building area (m2) eg 264.3
Overall quality/finish as a category or grade
Number of storeys
Condition of building as category
On-site car parking facilities by type and quantity eg open bays 2, covered bays 2, garage bays 2.
Services: Lift
Diesel Generator
- A/C
- Other facilities eg Pool, Secure fencing/walls.
- Other buildings by type and quality eg Shed 2, animal enclosure 1.
APPENDIX 2
NLIS ENABLING FRAMEWORK CONCEPTS

The LAVIMS Contractor is expected to deliver the basis of the longer-term NLIS Enabling Framework for the project's own internal use and to handover that system as a going concern to the GOM at the completion of the project. The longer-term NLIS Enabling Framework is comprised of several core system applications to make the whole of government integration of land and geographic data possible to deliver business benefits and offer improved decision making.

The NLIS Enabling Framework concept - a pictorial representation of the components that need to be incorporated into a modern NLIS design.

In addition to the datasets for the LAVIMS IMS, namely:
A2.1.1.1 Cadastral Dataset
A2.1.1.2 Street Addressing
A2.1.1.3 Topographic Base and Aerial Photography/Satellite Imagery, and
A2.1.1.4 Security (Logins) and Firewalls,
the following minimum datasets will form part of the proposed post-LAVIMS project NLIS (refer to Section 5.1.2 of this RFP for descriptions of the above-listed IMS datasets).
A2.1.1.5 Data Services (Web Data Services) Component

Web data services are the crucial backbone to a NLIS Enabling Framework to deliver both spatial and a-spatial information across the NLIS model. Using Services Oriented Access Protocol (SOAP) and Extensible Markup Language (XML), the ability to have systems and software request and send information across the internet allows integration to happen right across the government and indeed the world. In the case of the LAVIMS, the disparate information sets (deeds, cadastre) can be linked through the PIN and web services to make the information appear as seamless. For the geographic datasets to be placed on an Atlas (see below), the datasets need to be built as Web Map Services (WMS), Web Feature Services (WFS), or Web Coverage Services (WCS) as appropriate.

A2.1.1.6 Digital Atlas

A digital atlas is an online web mapping tool. It presents users with basic tools to zoom, pan, query data, turn layers on and off and print maps. The creation of a digital atlas specific to Mauritius will have significant benefit to LAVIMS users and will be (in addition to the metadata catalogue) a fundamental building block for a NLIS. Access can be managed by logon-password and limited to intranet user within MHL or opened to general internet access.

It is proposed that a select set of datasets be placed on the Mauritian Atlas to get LAVIMS up and running. In the longer term, more datasets can be placed on the Atlas as they become available under the building of a whole sustainable NLIS. The first datasets to be loaded on the Atlas should be ones that already exist and can be loaded with little effort.

A2.1.1.7 NLIS Requirements post LAVIMS

LAVIMS will deliver the core NLIS system sufficient for internal use by LAVIMS and after handover by MHL and MOFED. To extend its operation further to other government agencies and private enterprise further capacity building and provision of specific functionality of:

- a data extraction system and turn data into web services for online data sales;
- a metering system capable of delivering full usage statistics;
- electronic payment systems and define charges for billing;
- focus areas to service specific user groups with NLIS data.
To: [Name and address of client]

Dear Sirs:

We, the undersigned, offer to provide the contracting services undertaking a Land Administration, Valuation and Information Management System (LAVIMS) Project of Properties in the Island of Mauritius in accordance with your Request for Proposal dated [Insert date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with:- [Insert a list with full name and address of team members]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the contracting services related to the assignment not later that the date indicated in the Invitation to Tender.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours Sincerely,

[Authorised Signature [In full and initials]:_______________________]

[Name and Title of Signatory: _________________________________]

[Name of Firm: ____________________________________________]

[Address: __________________________________________________]
SCHEDULE 3.2

AFFIDAVIT, NOMINATION AND DECLARATION OF PROFESSIONAL TEAM MEMBER (S)

[THE FORMAT BELOW APPLIES TO A QUALIFIED VALUER. IT MAY BE MODIFIED AS REQUIRED FOR OTHER PROFESSIONALS IN THE TEAM].

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<th>FULL NAMES</th>
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<th>PROFESSIONAL REGISTRATION NO</th>
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Have you ever been disqualified as a valuer? If yes, full details and reasons to be supplied.

Have you been summoned to appear at any disciplinary hearing relating to the valuation profession? If yes, full details including date of hearing, presiding officer and outcome.

WORK EXPERIENCE: MUNICIPAL VALUATIONS:

<table>
<thead>
<tr>
<th>NAME OF MUNICIPALITY</th>
<th>PERIOD OF VALUATION ROLL</th>
<th>NO. OF PROPERTIES ON ROLL</th>
<th>REFERENCE</th>
<th>CONTACT NUMBER</th>
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List properties included in any of the valuation rolls compiled by you of a special nature/requiring specific skills, i.e. airport, mines, quarries. etc.

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<th>DESCRIPTION OF PROPERTY</th>
<th>TYPE OF PROPERTY</th>
<th>METHOD OF VALUATION</th>
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Have you compiled any valuation rolls utilizing CAMA, GIS and/or Aerial Photography? If yes, provide full details:

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<tr>
<th>NAME OF MUNICIPALITY</th>
<th>DATE OF VALUATION ROLL</th>
<th>CONTACT PERSON</th>
<th>PHONE NO</th>
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Have you had any experience in reconciling cadastre data with deeds data and thereafter with the municipal valuation roll? If yes, provide full details.

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<th>NAME OF MUNICIPALITY</th>
<th>DATE OF VALUATION ROLL</th>
<th>CONTACT PERSON</th>
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VALUATION APPEAL BOARD / TRIBUNAL EXPERIENCE

Have you appeared as expert witness before any valuation appeal boards or tribunals in terms of Mauritian or other country legislation?

If yes:

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<th>NAME OF MUNICIPALITY</th>
<th>NAME OF CHAIRPERSON</th>
<th>NAME OF SECRETARY</th>
<th>DATE OF HEARING</th>
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I, the undersigned ________________________________ do hereby make oath and say that:
The questionnaire has been completed by me in full.

I have not withheld any information in regard to the completion of this questionnaire and that all information supplied by me is true and correct.

I do further declare that I have read all the tender requirements including all schedules, forms and other information set out and confirm that I have fully acquainted myself with the terms and conditions thereof and fully understand the content and implication of all such conditions.

I further undertake by my signature hereof (if I am not the Tenderer) to bind myself jointly and severally with Tenderer to fulfil all obligations and requirements of this tender.

Signed by me at ___________________ this ______ day of ________________

200__.

________________________________________
SIGNATURE: VALUER

JUSTICE OF PEACE/COMMISSIONER OF OATHS

I hereby certify that the deponent has acknowledged that he/she knows and understands the contents of this affidavit and that it was signed and sworn to before me at ___________________ on the ______ day of ________________ 200__

________________________________________
Justice of Peace/Commissioner of Oaths

TO BE STAMPED BY
JUSTICE OF PEACE/COMMISSIONER OF OATHS
SCHEDULE 3.3

FIRM’S ORGANISATION (INCLUDING ANY JOINT VENTURE
ARRANGEMENT)

[In this section, please describe the background and organisation of bidding firm/entity
and each associate for this project.]
### SCHEDULE 3.4
**FIRM’S GENERAL EXPERIENCE**

**FIRM’S GENERAL EXPERIENCE IN THE SECTOR BASED ON THE NUMBER OF YEARS IT HAS BEEN IN OPERATION AND THE NUMBER OF PROJECTS UNDERTAKEN**

The following information should be provided in the format indicated for each reference project for which your company either individually as a corporate entity or as one of the major companies within a consortium has carried out and/or similar studies in the sector.

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Country:</th>
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<tbody>
<tr>
<td>Project Location within Country:</td>
<td>Professional Staff provided by your company/associates</td>
</tr>
<tr>
<td>Name of Client:</td>
<td>No. of Staff</td>
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<td>No. of man months</td>
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<tr>
<td>Start &amp; Completion date (Month/Year)</td>
<td>Approx. value of contract services</td>
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<tr>
<td>Name of Associated firm(s) if any:</td>
<td>No of man-months of professional staff provided by associated firm(s)</td>
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<tr>
<td>Name of Senior staff (project manager/coordinator, team leader) involved and functions performed:</td>
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<td>Detailed narrative description of project:</td>
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<td>Detailed description of actual services provided by your company</td>
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Firm’s Name………………………………………
**SCHEDULE 3.5**  
**FIRM’S SPECIFIC EXPERIENCE**

**FIRM’S SPECIFIC EXPERIENCE IN FIELD OF ASSIGNMENT MAJOR PROJECTS UNDERTAKEN DURING THE LAST TEN YEARS**

The following information should be provided in the format indicated for each reference project for which your company either individually as a corporate entity or as one of the major companies within consortium has carried out and/or similar studies in the sector.

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<th>Project Name:</th>
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<th>Start &amp; Completion date (Month/Year)</th>
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<th>Name of Associated firm(s) if any:</th>
<th>No of man-months of professional staff provided by associated firm(s)</th>
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| Name of Senior staff (project manager/coordinator, team leader) involved and functions performed: | |
|-----------------------------------------------------------------------------------------------| |
|                                                                                               | |

| Detailed narrative description of project: | |
|-------------------------------------------| |
|                                           | |

| Detailed description of actual services provided by your company | |
|-----------------------------------------------------------------| |
|                                                                 | |

Firm’s Name………………………………………………
SCHEDULE 3.6

DESCRIPTION OF THE APPROACH, METHODOLOGY AND WORK PLAN FOR IMPLEMENTING THE PROJECT

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (inclusive of charts and diagrams) divided into the following three chapters:

(a) Technical Approach and Methodology,
(b) Work Plan, and
(c) Organisation and Staffing,

(a) **Technical Approach and Methodology.** In this section you should explain as per the Terms of Reference 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 as per the Terms of Reference the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and 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. 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.

(c) **Organisation 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 and back up staff.]
## SCHEDULE 3.7

TEAM COMPOSITION AND TASK ASSIGNMENTS INCLUDING BACK UP SUPPORT

### PROFESSIONAL STAFF

<table>
<thead>
<tr>
<th>NAME OF STAFF</th>
<th>FIRM</th>
<th>AREA OF EXPERTISE</th>
<th>POSITION ASSIGNED</th>
<th>TASK ASSIGNED</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>
SCHEDULE 3.8

FORMAT FOR CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position:___________________________

2. Name of Firm [Insert name of firm proposing the staff]:___________________________

3. Name of Staff ___________________________________________

4. Date of Birth: __________________________ Nationality: __________________________

5. Education [Indicate college/university and other specialised education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:__________________________________________________________

6. Membership of Professional Associations:________________________

7. Other Training [Indicate significant training since degrees under 5 – Education were obtained]:___________________________________________________________

8. Countries of Work Experience: [List countries where staff has worked in the last ten years]:________________________________________________________________

9. Languages [Indicate proficiency: good, fair, or poor in speaking, reading, and writing]:_______________________________________________

10. Employment Record [Starting with present position]

From [Year]:______________ To [Year]:______________

Employer: ________________________________

Positions held:________________________________

11. Detailed Tasks Assigned [List all tasks to be performed under this project]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned.

[Among the assignments in which the staffs have been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

Name of assignment or project:________________________________

Year:____________________________________

Location:____________________________________
13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and myself. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[_____________________________________________] Date:_______________________

Signature of Staff member Day/Month/Year

Note: All curriculum vitae submitted with proposal should be signed by the key personnel themselves.

Proposals with unsigned curriculum vitae of the personnel to be deployed on the project will be rejected.
### SCHEDULE 3.9

#### SUMMARY OF CURRICULUM VITAE

<table>
<thead>
<tr>
<th>Name of Consultants on assignment</th>
<th>Proposed designation</th>
<th>Man-month proposed</th>
<th>Academic qualification</th>
<th>General experience of consultant related to LAVIMS</th>
<th>Specific Experience of consultant related to LAVIMS</th>
<th>No of similar assignments carried out</th>
<th>Experience in Mauritius or similar Countries</th>
<th>Fluency in English &amp; French</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PT</td>
<td>FT</td>
<td>Graduate (title &amp; Year of Graduation)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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SCHEDULE 3.10

DECLARATION OF INTEREST

In this schedule, bidders are required to declare any situation that could potentially lead to a conflict of interest with the project. Failure by bidders to declare any conflict of interest with regard to this project may result into the disqualification of the bidder.
## SCHEDULE 3.11

### Work Schedule

<table>
<thead>
<tr>
<th>No</th>
<th>Activity1</th>
<th>Months2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1 2 3 4 5 6 7 8 9 10 11 12 n</td>
</tr>
<tr>
<td>1</td>
<td></td>
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<tr>
<td>2</td>
<td></td>
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<td></td>
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<tr>
<td>5</td>
<td></td>
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<tr>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>n</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Indicate all main activities of the assignment and other benchmarks such as Client approvals. For phased assignments, indicate activities, and benchmarks separately for each phase.

2. Duration of activities shall be indicated in the form of a bar chart or any diagrammatical format as appropriate.
SCHEDULE 3.12

DATA BACK UP AND DISASTER RECOVERY PLAN

The minimum level of data protection and recovery plan must be set out as part of the Tenderer’s submission.

Government shall not be obliged to accept such proposal of Tenderer and the Government reserves the right to refer the proposal of Tenderer for evaluation by a recognised expert in the field of data back up and recovery.
SCHEDULE 3.13
COMPUTER SYSTEM

The tenderer shall provide in this section the required IT system as per the Terms of Reference.

The Tenderer shall attach a detailed inventory of the computer needs necessary to comply with this tender.

The Government reserves the right to appoint a duly qualified computer expert to check, verify and confirm that the computer equipment, system and other IT resources of the Tenderer, will adequately manage and cope with the requirements of this tender for the full duration of the tender.

On completion of the project, all hardware and software will be transferred to the Government.
SCHEDULE 3.14

PROOF OF INSURANCE COMPLIANCE

The tenderer shall provide in this section the required insurance cover as per the Terms of Reference.
SCHEDULE 3.15

TAX CLEARANCE CERTIFICATE

Tenderer must attach an original or certified copy of a current Tax Clearance Certificate to demonstrate proof of non-liability to fiscal authorities.
SCHEDULE 3.16

PROOF OF REGISTRATION CERTIFICATES OF TEAM MEMBERS

Tenderer must attach an original or certified copy of the team members registration and/or affiliation with the relevant governing body/association for the professional staff.
SCHEDULE 3.17

COPIES OF DULY AUTHORISED RESOLUTIONS WHERE THE TENDERER IS NOT A NATURAL PERSON

Tenderer must attach certified copies of resolutions authorising tenderer to sign tender document.
SCHEDULE 3.18
DECLARATION WITH REGARD TO EQUITY

1.1 Name of Tender country of Incorporation: ____________________________________________

1.2 VAT registration number: _______________________________________________________

1.3 Company registration number: ___________________________________________________

1.4 TYPE OF FIRM

☐ Partnership
☐ One person business/sole trader
☐ Close corporation
☐ Company
☐ (Pty) Limited

(TICK APPLICABLE BOX)

1.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

_________________________________________________________________________________

_________________________________________________________________________________

_________________________________________________________________________________

1.6 COMPANY CLASSIFICATION

☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.

(TICK APPLICABLE BOX)

1.7 MUNICIPAL INFORMATION

Government where business is situated: _____________________________________________
Registered Account No: ________________________________________________________

Stand No. ________________________________________________________________

1.8 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?

________________________________________

1.9 List all Shareholders by Name, Position, Identity Number, Citizenship, ownership, as relevant.

<table>
<thead>
<tr>
<th>Name</th>
<th>Date/Position occupied in Enterprise</th>
<th>ID Number</th>
<th>Citizenship</th>
<th>% of business/enterprise owned</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
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<td></td>
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<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I/we, the undersigned, on behalf of the firm certify the following:

i) The information furnished is true and correct.

ii) The Equity ownership;

iii) In the event of a contract being awarded, the contractor may be required to furnish documentary proof to the satisfaction of the seller that the claims are correct.

iv) If the claims are found to be incorrect, the seller may, in addition to any other remedy it may have-

(a) Recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

(b) Cancel the contract and claim any damages, which it has suffered as a result of having to make less favourable arrangements due to such cancellation.

SIGNATURE OF TENDERER: ____________________________________________

Witnesses…………………………………………………………

Date:……………………

Address:………………………………………………………………………………
TENDER SCHEDULES:

FINANCIAL PROPOSAL

Ministry of Housing and Lands
October 2007
Dear Sir,

1. Having examined the Tender Documents comprising Letter of Invitation, Invitation to Tender, Terms of Reference and a sample form of Contract for Undertaking a Land Administration Valuation and Information Valuation System (LAVIMS) as described in these documents including Annexes, the receipt of which is hereby duly acknowledged, we the undersigned offer to implement the project for a LUMP SUM of MUR / US$ / EURO in conformity with the said tender Documents to your entire satisfaction.

2. We acknowledge that the following:

   (i) we undertake, if our Tender is accepted to commence the works within …………………days after the acceptance of the letter of Award, and to deliver the whole of the works comprised in the Contract within ………………………weeks calculated from the date of Commencement of Services.

   (ii) We agree to abide by this Tender for the period of six (6) months from the closing date of Tender and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

   (iii) Unless and until a formal Contract Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

   (iv) We understand that the Employer (Client) reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at ant time prior to award
of contract without thereby incurring any liability to any bidder or any obligation
to inform the bidders of the grounds for the Employer’s (Client) action.

Signature…………………………………………………………………………………..

……
In the capacity of……………………….duly authorised to sign Tender
for and on behalf of:

Name of Tenderer……………………………………………………………..
Address ……………………………………………………………………

Dated this ………………….day of ………………….2005

Phone no:……………………………………………………………………

Witness:……………………………………………………………………

(Signature)

Name:………………………………………………………………………...

Address: …………………………………………………………………...

Occupation:…………………………………………………………………...
<table>
<thead>
<tr>
<th>Item</th>
<th>Cost US $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Cost of Financial Proposal</td>
<td></td>
</tr>
</tbody>
</table>

1. Indicate total costs, inclusive of local taxes, to be paid by the Client in Mauritian Rupees. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.
### FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY

<table>
<thead>
<tr>
<th>Group of Activities</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COST COMPONENT</th>
<th>Costs (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remuneration</td>
<td></td>
</tr>
<tr>
<td>Reimbursable Expenses</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subtotals</th>
</tr>
</thead>
</table>

1. Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g., the assignments phased, and each phase has a different payment schedule), the Contractor shall fill a separate Form FIN-3 for each group of activities. The sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial proposal indicated in Form FIN-2.

2. Names of Activities should be the same and correspond to the ones indicated in this tender.

3. Short description of the activities whose cost breakdown is provided in this Form.

4. Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.
Section 4 – Financial Proposal – Standard Forms

**FORM FIN-4 BREAKDOWN OF REMUNERATION**
(This Form FIN-4 shall only be used when the Time-Based Form of Contract has been included in the RFP).

<table>
<thead>
<tr>
<th>Group of Activities: ___________________________</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Staff-month Rate</th>
<th>Input (Staff-months)</th>
<th>Local Currency (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Staff</strong></td>
<td></td>
<td>[Home]</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>[Field]</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>[Home]</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>[Field]</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2 Form FIN-4 shall be filled for each of the Forms FIN-3 provided.

3 Professional staff should be indicated individually; Supported Staff should be indicated per category (e.g. draftsmen, clerical staff).

4 Positions of professional Staff shall coincide with the ones indicated in Form E.

5 Indicate separately staff-month rate and currency for home and field work.

6 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.

7 Use the same columns of Form FIN-2. For each staff indicate the remuneration in the column of the currency, separately for home and field work. Remuneration = Staff-month x Input.
**FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES1**

(This Form FIN-4 shall only be used when the Time-Based Form of Contract has been included in the RFP).

<table>
<thead>
<tr>
<th>No</th>
<th>Description</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Quantity</th>
<th>Local Currency (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Per diem allowances</td>
<td>Day</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Communication Cost</td>
<td>LS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Travel Flights4 inter island</td>
<td>Trip</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Drafting, reproduction of reports</td>
<td>Lump</td>
<td>Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Local Transport Cost</td>
<td>Lump</td>
<td>Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Office rent, clerical</td>
<td>Lump</td>
<td>Sum</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL COSTS**

1. Form FIN_5 should be filled for each of the Forms FIN-3 provided, if needed.
2. Indicate unit cost and currency.
3. Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. Indicate the cost of each reimbursable item in the column of the relevant currency. Cost = Unit Cost x Quantity.
4. Indicate each domestic flight, and if the trip is one-or two-ways.
SAMPLE FORM OF

CONTRACT FOR CONTRACTING SERVICES

between

__________________________________
(name of Client)

and

___________________________________
(name of Contractor)
CONTRACT FOR CONTRACTING SERVICES

(Sample Form)

This CONTRACT (hereinafter, together with all Appendices attached hereto and forming an integral part hereof, called the "Contract") is made the __________ day of the ________________, 2001, between, on the one hand, Government of Mauritius (hereinafter called the "Client") and on the other hand, -------------- (hereinafter called "Contractors").

(Note: if the Contractors 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 consisting of the following firms, each of which will be jointly and severally liable to the Client for all the Contractors' obligations under this Contract, namely ______________________ and __________________ (hereinafter called the "Contractors.")

WHEREAS

(A) the Client intends to Undertake a Land Administration, Valuation and Information Management System in the Island of Mauritius, (hereinafter called the "Project");

(B) the Client has requested the Contractors to provide certain contracting services required for the Project as defined hereinafter (hereinafter called the "Services");

(C) The Contractors, having represented to the Client that they have the required professional skills, personnel and technical resources, have 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. **GENERAL PROVISIONS**

1.1 **Definitions**

In this contract unless the context otherwise requires,

(a) "applicable law" means the enactments applicable in the Republic of Mauritius, as they may be issued and in force from time to time;

(b) "contract" means this contract between the Client and the Contractors;

(c) "effective Date" means the date on which this contract comes into force and effect pursuant to Clause 2.1 hereof;

(d) "foreign currency" means any currency other than the currency of the Republic of Mauritius;

(e) "Government" means the Government of the Republic of Mauritius;

(f) "local currency"(Mauritian Rupees) means the currency of the Republic of Mauritius;

(g) "member" in case the Contractors consists of a joint venture of more than one entity means any of these entities and "members" means all of these entities;

[Note: In case the Contractors consist of more than one entity, list the entities which together form the Contractors; otherwise delete this definition (h)].

(h) "personnel" means persons hired by the Contractors or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof; "foreign personnel" means such persons who at the time of being so hired had their domicile outside the Republic of Mauritius. "Local Personnel" means such persons who at the time of being so hired had their domicile inside the Republic of Mauritius;

(i) "party" means the Client or the Contractors, as the case may be;
"project" means Consultancy for **Undertaking a Cadastral Survey and Valuation of All Properties in the Republic of Mauritius, excluding Agricultural Properties.**

"services" means the work to be performed by the Contractors pursuant to this Contract for the purposes of the Project, as described in Appendix A hereto;

"starting date" means the date referred to in Clause 2.3 hereof;

"subcontractor" means any entity to which the Contractors subcontract any part of the Services in accordance with the provisions of Clause 3.8 hereinafter; and

"third party" means any person or entity other than the Client, the Contractor or a Sub-contractor.

### 1.2 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Contractors. The Contractors, subject to this Contract, have complete charge of personnel and subcontractors, if any, performing the services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

### 1.3 Applicable Law

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Law in force in the Republic of Mauritius.

### 1.4 Language

This Contract has been executed in the English language, which shall be the binding and ruling language for all matters relating to the meaning or interpretation of this Contract.

### 1.5 Headings

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

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. 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 by registered mail, telex, telegram or facsimile to such Party at the following address:

For the Client:

Attention: 

Telephone: 

Facsimile: 

For the Contractors: ____________________________

_____________________________________________

_____________________________________________

Attention: 

Cable address: 

Telex: 

Facsimile: 

1.6.2 Notice will be deemed to be effective as follows:

(a) in the case of personal delivery or registered mail, on delivery;

(b) in the case of telexes, 12 (twelve) hours following confirmed transmission;

(c) in the case of telegrams, 12 (twelve) hours following confirmed transmission; and

(d) in the case of facsimiles, 6 (six) hours following confirmed transmission.
1.6.3 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to this clause.

1.7 Location
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.

1.8 Authority of Member in Charge
The Members hereby authorize (insert name of one of the entities forming together the Contractors) to act on their behalf in exercising all the Contractors' rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

(Note: This clause is to be used only if the contractors consist of more than one entity. The entity to be listed here will normally be the one whose address is quoted in Clause 1.6.1.)

1.9 Authorized Representatives
Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract, may be taken or executed:

(i) on behalf of the Client
or his designated representative;

(ii) on behalf of the Contractors by __________ (note: Name an appropriate official of the Contractors;
if the Contractor is a joint venture this should be an official of the Member listed in Clause 1.8 above) or his designated representative.

1.10 Taxes and Duties
(i) The Contractors shall be entirely responsible to pay all taxes, stamp duties, fees and other such levies imposed in and outside the Republic of Mauritius.
The tender by the Contractor shall include all customs duties, import duties, business taxes, and income and other taxes that may be levied in accordance with the laws and regulations in being on the date 28 days prior to the latest date for submission of bids in the Employer’s country on the Contractor’s Equipment, Plant, Materials and Supplies (permanent, temporary and consumable) acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in the Employer’s country on profits made by him in respect of the Contract.

The Contractor’s staff and labour will be liable to pay personal income taxes in the Employer’s country in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

(a) the Contractor will be allowed to import equipment required for the works. This will be exempted from taxes, duties and other charges, provided the equipment is re-exported. However, the Contractor must provide a Bank Guarantee equivalent to the duties and taxes etc payable to Government of Mauritius for all the equipment and machinery being imported for deployment at the work site for the period from the day of importing, to the day of removing equipment/machinery from Mauritius.

(b) any goods for personal and household use (excluding motor vehicles) brought into the country by the Contractors, any Subcontractors, the Personnel of either of them (other than nationals of the Government or permanent residents of the country), or the eligible dependents of such Personnel and which will subsequently be withdrawn therefrom by them upon their respective departure from country, provided that:

(1) the Contractors, Subcontractors and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government in importing property into the country; and
(2) if the Contractor, Subcontractors or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the country upon which customs duties and taxes have been exempted, the Contractors, Subcontractors or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government, or (ii) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the country.

Value Added Tax (VAT) is payable by the Contractors and should be included as a separate item in their bids.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date ("the Effective Date") of the Client's notice to the Contractors.

2.2 Cancellation of Contract for Failure to Become Effective

If this contract has not become effective within one (1) month of the date of signature, either Party may, by not less than two (2) week's 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.

2.3 Commencement of Services

The starting date on which the Contractors shall begin carrying out the Services shall be not later than Fourteen (14) days after the Effective Date, or on such later date as the Parties may agree in writing.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.9 hereof, this Contract shall terminate when, pursuant to the provisions hereof, the Services have been completed and payments of remuneration and reimbursable expenditures have been made.
2.5 **Entire Agreement**

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.

2.6 **Modification**

Modification of the terms and conditions of this Contract, including any modification of the Scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause 7.2 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 **Force Majeure**

2.7.1 **Definition**

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts, other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

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

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
2.7.2 **No Breach of Contract**

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.

2.7.3 **Measures to be Taken**

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event 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 notice of the restoration of normal conditions as soon as possible.

(c) The Parties shall take the reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.4 **Extension of Time**

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.

2.7.5 **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractors shall be entitled to continue to be paid under the terms of this Contract as well to be reimbursed for additional costs reasonably and necessarily incurred by them during such period of the purposes of the Services and in reactivating the Services after the end of such period.
2.7.6 **Consultation**

Not later than thirty (30) days after the Contractors, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.8 **Suspension**

The Client may, by written notice of suspension to the Contractors, suspend all payments to the Contractors hereunder if the Contractors fail to perform any of their 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 Contractors to remedy such failure within a period not exceeding thirty (30) days after receipt by the Contractors of such notice of suspension.

2.9 **Termination**

2.9.1 **By the Client**

The Client may, by not less than thirty (30) days' written notice of termination to the Contractors (except in the event listed in paragraph (f) below, for which there shall be written notice of not less than sixty (60) days, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.9.1, terminate this Contract:

(a) if the Contractors fail to comply with a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing;

(b) If the Contractors (Note: If the Contractors consist of more than one entity, add: or any of their Members) become insolvent or bankrupt or enter into any agree-ments 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 Contractors fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;

(d) if the Contractors submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Contractors know to be false;

(e) if, as a result of Force Majeure, the Contractors are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(f) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.2 By the Contractors

The Contractors may, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.9.2, terminate this Contract:

(a) if the Client fails to pay money due to the Contractors pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Contractors that such payment is overdue;

(b) 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 Contractors may have subsequently approved in writing) following the receipt by the Client of the Contractor's notice specifying such breach;

(c) if the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause 8 hereof.
2.9.3 **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause 2.2 or 2.9 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, 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 3.3 hereof, (iii) the Contractors' obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.7(ii) hereof, and (iv) any right which a Party may have under the Applicable Law.

2.9.4 **Cessation of Service**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Contractors 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 subsistence expenditures for this purpose to a minimum. With respect to documents prepared by the Contractors and equipment and materials furnished by the Client, the Contractors shall proceed as provided, respectively, by Clauses 3.10 or 3.11 hereof.

2.9.5 **Payment upon termination**

Upon termination of this Contract pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Client shall make the following payments to the Contractors:

(i) remuneration pursuant to Clause 6 hereof for services satisfactorily performed prior to the effective date of termination;

(ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the effective date of termination; and

(iii) except in the case of termination pursuant to paragraphs (a) through (d) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract including the cost of the return travel of the Contractors' personnel.

2.9.6 **Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within forty-five
(45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

The Contractors shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the construction industry and with professional engineering and consulting standards recognized by international professional bodies, and shall observe sound management and technical, engineering technological and communication practices, and employ appropriate state-of-the-art technology and safe and effective equipment, machinery, materials, systems and methods. The Contractors shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Subcontractors or Third Parties.

3.1.2 Law Governing Services

The Contractors shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Subcontractors, as well as the Personnel agents of the Contractors and of the Contractors and any Subcontractors, comply with the Applicable Law. The Client shall advise the Contractors in writing of relevant local customs and the Contractors shall, after such notifications, respect such customs.

3.2 Conflict of Interests

3.2.1 Contractors not to Benefit from Commissions, Discounts etc.

The remuneration of the Contractors pursuant to Clause 6 hereof shall constitute the Contractors' sole remuneration in connection with this Contract or the Services and, subject to Clause 3.2.2 hereof, the Contractors shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations.
hereunder, and the Contractors shall use their best efforts to ensure that any Subcontractors, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 **Contractors and affiliates not to be otherwise Interested in Project**

The Contractors agree that, during the term of this Contract and after its termination, the Contractors and any entity affiliated with Contractors, as well as any Subcontractor and any entity affiliated with such Sub-contractor, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for the Project.

3.2.3 **Prohibition of Conflicting Activities**

Neither the Contractors nor their Subcontractors nor the Personnel of either of them shall engage, either directly or indirectly, in any business or professional activities in the country which would conflict with the activities assigned to them under this Contract.

3.3 **Confidentiality**

Notwithstanding clause 2.2 the Contractors, their Subcontractors and the Personnel of either of them shall not, either during the term or within two (2) years after the cancellation or expiration of this Contract disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.4 **Liability of the Contractors**

The Contractors shall be liable to the Client for the performance of the Services in accordance with the provisions of this Contract (Note: If the Contractors consist of more than one entity, this should be changed to read: "The Contractors and each of their Members shall be jointly and severally liable to the Client for the performance of the Services...") and for any loss suffered by the Client as a result of a default of the Contractors in such performance, subject to the following limitations:

(a) The Contractors shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission of any persons other than the Contractors, its Subcontractors or the Personnel of either of them; and
(b) the Contractors shall not be liable for any loss or damage caused by or arising out of circumstances over which the Contractors through no fault of theirs had no control.

3.5 Indemnification of the Client by the Contractors

The Contractors shall keep the Client, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by the Client or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of Contract of the Contractors or their Subcontractors, or the Personnel or agents of either of them, including the use of violation of any copyright work or literary property or patented invention, article or appliance.

3.6 Insurance to be taken out by the Contractors

The Contractors (i) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors' as the case may be) own cost but on terms & conditions approved by the Client, insurance against the risks, and for the coverages, set forth below, 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 therefor have been paid:

(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Contractors or their Personnel or any Subcontractors or their Personnel, with a minimum coverage of __________;

(b) Third Party liability insurance, with a minimum coverage of Rs 1.5 million (Mauritian)

(c) professional liability insurance, with a minimum coverage of not less than the estimated total payments to the Contractors under the contract for remuneration and reimbursables.
(d) employer's liability and workers' compensation insurance in respect of the Personnel of the Contractors and of any Subcontractor, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, and 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 part with funds provided under this contract, (ii) the Contractors' property used in the performance of the Services, and (iii) any documents prepared by the Contractors in the performance of the Services.

3.7 Accounting, Inspection and Auditing

The Contractors (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including the bases of the Contractors' representations referred to in Clause 6.3 (b)(3) hereof), and (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

3.8 Contractors' Actions requiring Client's prior Approval

The Contractors shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) appointing Personnel to carry out any part of the Services, including the terms and conditions of such appointment.

(b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Subcontractor and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Contractors shall remain fully liable for the performance of the Services by the Subcontractor and its Personnel pursuant to this Contract;

(c) any other action that may be specified.
3.9 **Reporting Obligations**

The Contractors shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.10 **Documents prepared by the Contractors to be the Property of the Client**

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Contractors in performing the Services shall become and remain the property of the Client, and the Contractors shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Contractors may retain a copy of such documents but shall not use them for purposes unrelated to this contract without the prior written approval of the Client.

3.11 **Equipment and Materials furnished by the Client**

Equipment and materials made available to the Contractors by the Client, or purchased by the Contractors 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 Contractors shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Contractors 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. The cost of such insurance should then be listed as reimbursable expenditure in Clauses 6.3 and/or 6.4 as well as in the appropriate Appendices.

4. **CONSULTANTS' PERSONNEL**

4.1 **General**

The Contractors shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

4.2 **Description of Personnel**
(a) The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of each of the Contractors' Key Personnel are described in Appendix C if any of the Key Personnel has already been approved by the Client, his/her name is listed as well.

(b) If required to comply with the provisions of Clause 3.1.1 of this Contract, adjustments with respect to the estimated periods of engagement of Personnel set forth in Appendix C may be made by the Contractors by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause 6.1 (b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Contractors, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause 6.1 (b) of this Contract.

4.3 Approval of Personnel

The Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Contractors propose to use in the carrying out of the Services, the Contractors shall submit to the Client for review and approval a copy of their biographical data and (in the case of Key Personnel to be used within the country of the Government) . If the Client does not object in writing (stating the reasons for the objection ) within twenty-one (21) calendar days from the date of receipt of such biographical data and (if applicable) such certificate, such Key Personnel shall be deemed to have been approved by the Client.
4.4 **Working Hours, Overtime, Leave, etc**

The Contractors' remuneration shall be deemed to include the working hours, holidays, travel, per diem allowance, overtime pay, sick leave pay and vacation leave and any such allowances for all personnel described in **APPENDIX C**. All leave to be allowed to the Personnel is included in the man-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Contractors who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

4.5 **Removal and/or Replacement of Personnel**

(a) Except as the Client may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Contractors, it becomes necessary to replace any of the Personnel, the Contractors shall forthwith provide as a replacement a person of no lesser equivalent or better qualifications.

(b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reason-able cause to be dissatisfied with the performance of any of the Personnel, then the Contractors shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Contractors may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Contractors shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.
4.6 **Resident Project Manager**

The Contractors shall ensure that at all times during the Contractors' performance of the Services in the Government's country a Resident Project Manager, acceptable to the Client, shall take charge of the performance of such Services.

5.0 **OBLIGATIONS OF THE CLIENT**

5.1 **Assistance and Exemptions**

The Client shall use its best efforts to ensure that the Government shall (unless otherwise specified in the SC):-

(a) provide the Contractors, Subcontractors and Personnel with work permits and such other documents as shall be necessary to enable the Contractors, Subcontractors or Personnel to perform the Services;

(b) arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Mauritius.

(c) facilitate prompt clearance through Customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents;

(d) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(e) exempt the Contractors and the Personnel and any Subcontractors employed by the Contractors for the Services from any requirement to register or obtain and permit to practice the profession of engineer or to establish themselves either individually or as a corporate entity according to the Applicable Law; and

(f) grant to the Contractors, any Subcontractor and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the
Government's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.

5.2 **Access to Premises and Property.**
The Client warrants that the Contractors shall have, free of charge, unimpeded access to all premises and property in the Client's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such premises or any property thereon resulting from such access and will indemnify the Contractors and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Contractors of any Subcontractors or the Personnel of either of them.

5.3 **Change in the Applicable Law**
If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost or reimbursable expenses incurred by the Contractors in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Contractors under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause 6.1 (b).

5.4 **Services, Facilities and Property of the Client**
The Client shall assist without charge to obtain all pertinent data and information available and shall give such assistance as shall reasonably be required by the Contractors for the carrying out of its duties under this Contract. The Client shall give his decision on all sketches, drawings, reports, recommendations and other matters properly referred to him for decision by the Contractors in such reasonable time as not to delay or disrupt the performance by the Contractor of its Services under the Contract.
5.5 Payment
In consideration of the Services performed by the Contractors under this contract the Client shall make to the Contractors such payments and in such manner as is provided by Clause 6 of this Contract.

5.6 Indemnification of the Contractors by the Client
The Client shall keep the Contractors, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, costs and claims, including, but not limited to, legal fees and expenses suffered by the Contractors or any Third Party where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of Contract by the Client or its employees or agents.

6. PAYMENTS TO THE CONSULTANTS

6.1 Cost Estimates; Ceiling Amount
(a) Payments will be made according to the payment schedule given at Section 14 of the Terms of Reference.
(b) An estimate of the cost of the Services payable in foreign currency and local currency is set forth in Appendix D.
(c) Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1 (c), payments under this Contract shall not exceed a ceiling of ___________ in foreign currency and a ceiling of ________ in local currency. The Contractors shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.
(d) Notwithstanding Clause 6.1 (b) hereof, if pursuant to any of the Clauses 5.3 or 5.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Contractors in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.
6.2 Currency of Payment

Except as may be otherwise agreed between the Client and the Contractors:
(a) payments in foreign currency pursuant to Clause 6.3 hereinafter shall be made in US Dollars or the currency of the Contractor’s country.
(b) payments in local currency pursuant to Clause 6.4 shall be made in the currency of the Government, viz Mauritius Rupees.

6.3 Payments in Foreign Currency

(a) For additional services, if any, the Client shall pay to the Contractors in foreign currency (i) remuneration and (ii) reimbursable expenditure on the basis of details given in Appendix D.

(b) Remuneration for the Personnel shall be determined on the basis of time actually spent by the Personnel in the performance of the Services (after the Starting Date) (including time for necessary travel via the most direct route) at the rates specified in respect of such Personnel in Appendix D, subject to the following:

(1) It is understood (i) that the remuneration rates shall cover (A) such salaries and allowances as the Contractors shall have agreed to pay to the Personnel as well as factors for social charges and overhead based on the Contractors' average costs, as represented by the financial statements of the Contractors' latest three fiscal years, (B) the cost of back stopping by home office staff not included in the Personnel listed in Appendix C, and (C) the Contractors' fee, (ii) that bonuses or other means of profit-sharing shall not be allowed as an element of overhead, and (iii) that any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.

(2) Remuneration for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Contractors' home office and directly attributable to the Services (one hour being equivalent to 1/140 of a
month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of a month).

(3) The remuneration rates have been agreed upon based on the representations made by the Contractors during the negotiation of this Contract with respect to the Contractors' costs and charges referred to in subparagraph (1) of this Clause 6.3 (b), as such representations are evidenced (i) by the form "Contractors Representations regarding Costs and Charges," dated ____________ (Note: Fill in the date of the form properly executed by the Contractors), which was submitted by the Contractors to the Client during such negotiation (Note: a model of such a form is attached hereto as Model Form I. When inviting the selected Contractor for contract negotiation, the Client should request the Contractor to submit this Form no later than at the beginning of the negotiation, properly filled in and executed, and together with the necessary salary slips), and (ii) by the form "Breakdown of Agreed Fixed Rates in Contractors' Contract," dated ______________ (Note: Fill in the date of the Form properly executed by the Contractors), which was executed by the Contractors at the conclusion of such negotiation (Note: A model of such a form is attached hereto as Model Form II. The Contractors should be requested to execute this Form at the conclusion of the contract negotiation when the Parties have agreed on the fixed rates and their breakdown.) Should these representations be found by the Client (either through inspections or audits pursuant to Clause 3.7 hereof 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 retrospective 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 Contractors, or (ii) if there are no further payments to be made by the Client to the Contractors, the Contractors shall reimburse to 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 6.6 (d) of this Contract.

(c) Reimbursable expenditures, as shown in Appendix D, shall consist of the following types of expenditures actually and reasonably incurred by the Contractors in the performance of the Services:

(1) a per diem allowance for each of the Personnel for everyday in which such Personnel shall be absent from his home office and shall be outside the country of the Government for the purpose of the Service at the rate of __________ per day in Mauritius.

(2) the following transportation costs:

   (i) the cost of international transportation of the foreign Personnel by the most appropriate means of transport and the most direct practicable route to and from the Contractors' home office; in the case of air travel, this shall be by economy class;

   (ii) for the air travel of each of the foreign Personnel, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight; and

   (iii) miscellaneous travel expenses such as the cost of transportation to and from airports, airport taxes, passport, visas, travel permits, vaccinations, etc:

(3) the cost of communications (other than those arising in the Governments country) reasonably required by the Contractors for the purposes of the Services;

(4) the cost of printing, reproducing and shipping of the documents, reports, drawings, etc. specified in Appendices A and B hereof;
(5) the cost of acquisition, shipment and handling of equipment, instruments, materials and supplies required for the Services as specified in Appendix D - 2f hereof;

(6) the cost of shipment of personal effects up to a maximum of 375 kg by air as unaccompanied baggage inclusive of free allowance of 10 kg per ticket.

(7) the cost of training of the Client's personnel outside the Government's country, as specified in Appendix D-2g;

(8) the cost of laboratory tests on materials, model tests and other technical services authorized or requested by the Client.

(9) the foreign currency cost of any subcontract required for the Services & approved in writing by the Client.

(10) the cost of items not covered in the foregoing but which may be required by the Contractors for completion of the Services, subject to the prior authorization in writing by the Client; and

(11) any such additional payments in foreign currency for properly procured items as the Parties may have agreed upon pursuant to the provisions of Clause 6.1 (c) hereinabove.

6.4 Payment to the Contractors in Local Currency

For additional service, if any, the Client shall pay or reimburse to the Contractors in local currency for the expenditures incurred in the country in respect of the Services, as follows:

(a) cost of following locally procured items: local transportation, office accommodations, camp facilities, camp services, subcontracted services, soil testing, equipment rentals, supplies, utilities and communication charges arising in the Government's country, all if and to the extent required for the purpose of the Services, at rates specified in Appendix D;
(b) cost of equipment, materials and supplies to be procured locally in the Government's country.

(c) cost of local Personnel, at the rates specified for such Personnel in Appendix D;

(d) local currency costs of any subcontract required for the Services and approved in writing by the Client;

(e) any such additional payments in local currency for properly procured items as the parties may have agreed upon pursuant to the provision of Clause 6.1(c) hereinabove; and

(f) cost of such further items as may be required by the Contractors for the purpose of the Services, as agreed in writing by the Client.

6.5 Valuation of Currencies

Whenever it shall be necessary to determine the equivalent amount in one currency in terms of another for the purposes of this Contract, the conversion shall be made at the rate legally applicable at the time and place of, and to the currency utilized in, the underlying expenditure or transaction.

6.6 Mode of Billing and Payment

Billings and payments in respect of the Services shall be made as follows:

(a) within 30 days after the Effective Date, the Client shall cause to be paid to the Contractors advance payments of _____________ in foreign currency and of _____________ in local currency. The advance payments will be set off by the Client in equal instalments against the statements for the first ___________ months of the Services until said payments have been fully set off. The advance payments will be due after provision by the Contractors to the Client of a bank guarantee by a bank acceptable to the Client in an amount in foreign currency equal to the foreign currency portion of the advance payments and in
an amount in local currency equal to the local currency portion of the advance payments, such bank guarantee (i) to remain effective until the advance payments have been completely set off as provided above, and (ii) to be in the form set forth in Appendix E hereto or in such other form as the Client shall have approved in writing.

(b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, the Contractors shall submit to the Client, in duplicate, itemized statements, accompanied by supporting materials, of the amounts payable pursuant to Clauses 6.3 and 6.4 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each such separate monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditure. The remuneration portion shall be expressed in US Dollars and the reimbursable expenditures portion shall be expressed in the currency of original expenditure.

(c) The Client shall cause the payment of the Contractors' monthly statements within sixty (60) days after the receipt by the Client of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Contractors, the Client may add or subtract the difference from any subsequent payments.

(d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such shall have been submitted by the Contractors and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) days period, gives written notice to the Contractors specifying in detail deficiencies in the Services, the
final report or final statement. The Contractors shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Contractors to the Client within thirty (30) days after receipt by the Contractors of notice thereof. 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 the above.

(e) All payments under this Contract shall be made to the account of the Contractors with:-

(i) For Foreign Currency Payments:
   (Note: Specify bank account)
   __________________________
   __________________________
   __________________________

(ii) For Local Currency Payments:
   (Note: Specify bank account)
   __________________________
   __________________________
   __________________________

7. FAIRNESS AND GOOD FAITH

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

7.2 Operation of the Contract
Recognizing that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties shall use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a right to arbitration under Clause 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement
The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

8.2 Right to Arbitration (Dispute Settlement)
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 to arbitration under the Applicable law.

8.3 Miscellaneous
In any arbitration proceeding hereunder:-
(a) proceedings shall be held in Mauritius
(b) English shall be the official language for all purposes; and
(c) the decision of the sole arbitrator or of a majority of the arbitrators shall be final and binding and shall be enforceable in any court of competent jurisdiction, the Parties hereby waiving any objections to or claims or immunity in respect of such enforcement.

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

(CLIENT -
BY _________________________________
    Authorized Representative

FOR AND ON BEHALF OF
(CONSULTANTS)

By _________________________________
    Authorized Representative

(Note: If the Contractors consist of more than one entity, all of these entities should appear as
signatories, e.g., in the following manner:)

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE CONSULTANTS

(Member)

BY _________________________________
    Authorized Representative
    (Member)

By _________________________________
    Authorized Representative
    etc.
REPUBLIC OF MAURITIUS

CONSULTANCY SERVICES - Undertaking a Cadastral Survey and Valuation of All Properties in the Republic of Mauritius, excluding Agricultural Properties

SAMPLE LIST OF APPENDICES

Appendix A: Description of Services

- Detailed description of the Services to be provided; dates for completion of various tests; place of performance for different tests; specific tests to be approved by Client; etc.

Appendix B: Reporting Requirements

- Formal, frequency and contents of reports; dates of submission; etc.

Appendix C: Contractors’ Personnel

- Detailed job description and minimum qualification of Personnel to be assigned to work in the Government’s country, and man-months for each.

- Detailed job description and minimum qualification for Personnel to be assigned to work outside the Government’s country, and man-months for each.

- List of approved Sub-contractors if already available; same information with respect to their Personnel as above.

Appendix D: Cost Estimates

Cost estimates in foreign currency

2. Reimbursable expenditures.

(a) Per diem allowances.
(b) Air transport for foreign Personnel.
(c) Transport of personal effects.
(d) International communications.
(e) Printing of document’s specified in Appendices A and B hereof.
(f) Acquisition of specified equipment and materials to be imported by the Contractors and to be paid for by the Client (including transportation to the Government’s country).
(g) Other foreign currency expenditures, if any.
Cost Estimates in Local Currency

(1) Monthly rates for local personnel plus estimated totals.

(2) Other reimbursable expenditures
   a. Housing accommodation.
   b. Office and field equipment.
   c. Cost of local transportation.
   d. Cost for topographical, geological and other investigations.
   e. Cost of other local services, rentals, utilities, insurance.

E Bank Guarantee Form

Form of bank guarantee for advance payments.
BOND FORMATS
SECTION 6: Bond Formats

Section 6.1: FORM OF TENDER BOND

KNOW ALL MEN BY THESE PRESENTS that …………………………. whose registered office is at …………………………… (hereinafter called “The Surety”) are held and firmly bound unto …………………………… (hereinafter called “The Employer”) in the sum of Rupees ………………. for the payment of which sum we bind ourselves, our successors and assigns jointly and severally by these presents.

WHEREAS ………………….. whose registered office is at …………………………… (hereinafter called “The Tenderer”) made to the Employer offered to enter into a contract viz. Undertaking the Land Administration, Valuation And Information Management System (Lavims) Project of Properties in The Island of Mauritius as therein mentioned and has undertaken to enter into a Performance Bond for the due performance of the contract should the said tender be accepted by the Employer.

NOW THE CONDITION of this bond is such that if the tenderer shall maintain the said tender and shall enter into a Performance Bond for the due performance of the Contract within Fourteen (14) days of receipt of notification of acceptance of the said tender by the Employer, then this obligation shall be null and void but otherwise shall be and remain in full force and effect for a period of One Hundred and Twenty (120) days from the date set for opening of the said tender.

Date this ………day of …………

Signature

Witness
Section 6.2: PERFORMANCE SECURITY FORM (SAMPLE)

Know all men by the presents that we:

1. ……………………………………………………………………………..  
   (Full name & address in block letters) PRINCIPAL

2. ………………………………………………………………………………  
   (Full name & address in block letters) SURETY

(Hereinafter called “The Surety”) are held and firmly bound, jointly and in solido unto the 
(hereinafter called “The Employer”) in the sum of …………………………………….. for 
the payment of which sum we bind ourselves, our successors and assigns jointly and 
severally by these presents.

The condition of the above being that should the said 
………………………………………………………………………………  
(Name of bidder).  
fulfil his/their obligation/s under an agreement entered into between the …………, and 
themselves in respect of Services for carrying a LAVIMS during the period 
ending…………………………………………….. and not incur cancellation of the 
agreement for any clause whatsoever then the above obligation to be null and void; otherwise 
to remain in full force and effect.

The validity of this guarantee expires on………………………………………………………

* …………………………………………………………………………  
PRINCIPAL    (Signature)  

* …………………………………………………………………………….  
SURETY    (Signature)  

Dated at Port Louis this ………… day of ………………… 2007

* The words should be inserted in the signatory’s own handwriting: