



Ministry of Environment, Sustainable Development,  
and Disaster and Beach Management

## REQUEST FOR PROPOSAL

Issued on: 08 August 2016

for

**Consultancy Services for the preparation of National coastal zone adaptation strategy for the Republic of Mauritius**

**Procurement Reference No: ENV/RFP/10/2016**

**Project:** Climate Change Adaptation Programme in the Coastal Zone of Mauritius

**Client:** Ministry of Environment, Sustainable Development and Disaster and Beach Management

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## Section 1. Letter of Invitation

Procurement Reference N°: ENV/RFP/10/2016

*Date: 08 August 2016*

Dear Sir/Madam

1. The Ministry of Environment, Sustainable Development, Disaster and Beach Management invites proposals to provide the following consulting services: **for the preparation of a National Coastal Zone Adaptation Strategy for the Republic of Mauritius**. More details on the services are provided in the Terms of Reference.
2. A firm will be selected under Quality and Cost Based Selection and procedures described in this RFP, in accordance with the policies and procedures for public procurement in the Republic of Mauritius.
3. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants (including Data Sheet)
  - Section 3 - Technical Proposal - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 - Terms of Reference
  - Section 6 - Standard Form of Contract
4. Please inform us in writing at the following address: The Permanent Secretary, Ministry of Environment, Sustainable Development and Disaster and Beach Management 10<sup>th</sup> Floor, Ken Lee Tower, Cr. St Georges & Barracks Streets, Port Louis, whether you will submit a proposal.

Yours sincerely,

Omaduth Jadoo  
Permanent Secretary  
Ministry of Environment, Sustainable Development, Disaster and Beach Management

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## Instructions to Consultants

*[This section 'Instructions to Consultants' shall not be modified. Any necessary changes acceptable to the Procurement Policy Office to address any specific project issues, shall be introduced only through the **Data Sheet** (e.g., by adding new reference paragraphs)]*

### Definitions

- (a) "Client" means the Public Body with which the selected Consultant signs the Contract for the Services.
- (b) "Consultant" means any entity or person that may provide or provides the Services to the Client under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) "**Data Sheet**" means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (e) "Day" means calendar day.
- (f) "Government" means the government of the Republic of Mauritius.
- (g) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (h) "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (i) "PPO" means the Procurement Policy Office of Mauritius
- (j) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Republic of Mauritius; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile in the Republic of Mauritius.
- (k) "Proposal" means the Technical Proposal and the Financial Proposal.
- (l) "RFP" means the Request For Proposal to be prepared by the Client for the selection of Consultants.
- (m) "Services" means the work to be performed by the Consultant pursuant to the Contract.

- (n) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.
- (o) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

## 1. Introduction

- 1.1 The Client named in the **Data Sheet** will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.
- 1.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the **Data Sheet**. Attending the pre-proposal conference is optional. Consultants should contact the Client’s representative named in the **Data Sheet** to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the **Data Sheet**, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- 1.6 **Conflict of Interest** The Government of the Republic of Mauritius requires that Consultants provide professional, objective, and impartial advice and at all times hold the client’s interests paramount, strictly avoid conflicts with other assignments or their own

corporate interests and act without any consideration for future work.

1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

**Conflicting activities**

(i) A firm that has been engaged by the client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

**Conflicting assignments**

(ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

**Conflicting relationships**

(iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference

of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, shall not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.6.3 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

**Unfair  
Advantage**

1.6.4 If a shortlisted Consultant could derive a competitive advantage for having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

**Fraud and  
Corruption**

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

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

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

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>2</sup>;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation<sup>3</sup>;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>4</sup>;
- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>5</sup>;
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Client investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Client’s inspection and audit rights provided for under paragraph 1.7.1 below.
- (b) will reject a proposal for award if it determines that the consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive,

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<sup>2</sup> “Another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

<sup>3</sup> A “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

<sup>4</sup> “Parties” refers to participants in the procurement or selection process (including public officials) attempting to establish contract prices at artificial, non competitive levels.

<sup>5</sup> “Party” refers to a participant in the selection process or contract execution.

coercive, or obstructive practices in competing for the contract in question;

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

1.7.1. In further pursuance of this policy, Consultants shall permit the Client to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and to have them audited by auditors appointed by the Client.

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

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

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

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

## **Eligibility**

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

1.8.1(a) Consultants providing services in the field of Architecture, Civil Engineering, Mechanical Engineering, Electrical Engineering, Project Management in construction and Quantity surveying in the construction sector in Mauritius have to be duly registered with the Construction Industry and Development Board (CIDB).

(b) In accordance with CIDB (Registration of Consultant and Contractors) Regulation 2014, Consultants currently operating in the construction industry have a transition period of six months as from 01 August 2014 to register themselves with the CIDB.

(c) Foreign consultants as defined in the CIDB Act will have to apply for and obtain a Provisional Registration prior to submitting proposals for this project. If the contract is awarded to a foreign consultant the latter shall have to apply for and obtain a Temporary Registration before starting the project.

- (d) Consultants whether local or foreign under an existing or intended joint venture will be eligible as a joint venture if, in addition to their respective individual registration, they obtain a Provisional Registration for the joint venture prior to submitting proposals for this project. If an existing or intended joint venture is awarded the contract it shall have to apply for a Temporary Registration prior to starting the project.
- (e) Sub-consultants undertaking assignments on behalf of other consultants are also subject to registration as applicable to consultants.
- (f) Consultants may consult the website of the CIDB <http://cidb.govmu.org> for further details concerning registration of contractors.

1.8.2 (a) A firm or individual that has been sanctioned by the Government of the Republic of Mauritius in accordance with the above clause 1.7 shall be ineligible to be awarded a public contract, or benefit from a public contract during such period of time as determined by the Procurement Policy Office.

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

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

Links for checking the ineligibility lists are available on the PPO's website: [ppo.govmu.org](http://ppo.govmu.org)

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

**Eligibility of Sub-Consultants** 1.9 In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility policy of the Client.

**Origin of Goods** 1.10 Goods supplied and Consulting Services provided under the

- and Consulting Services**
- Contract may originate from any country except if:
- (i) as a matter of law or official regulation, the Republic of Mauritius prohibits commercial relations with that country; or
  - (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Republic of Mauritius prohibits any imports of goods from that country or any payments to persons or entities in that country.
- Only one Proposal**
- 1.11 Shortlisted Consultants shall submit only one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to only one proposal.
- Proposal Validity**
- 1.12 The **Data Sheet** indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. However should the need arise, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or, in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- 2. Clarification and Amendment of RFP Documents**
- 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the **Data Sheet** before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.
- 2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall

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

### 3. Preparation of Proposals

3.1 (a) The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in English.

(b) Notwithstanding the above, documents in French submitted with the bid may be accepted without translation.

3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the **Data Sheet**. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

(b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the **Data Sheet**, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.

For fixed-budget-based assignments, the available budget is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

(c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

- (d) Documents to be issued by the Consultants as part of this assignment must be in English. It is desirable that the firm's Personnel have a working knowledge of English.

**Technical  
Proposal  
Format and  
Content**

3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The **Data Sheet** indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.

- (a) (i) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
- (ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.
- (b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be

provided by the Client (Form TECH-3 of Section 3).

- (ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).
  - (c) (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
  - (ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
  - (d) 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 (Form TECH-5 of Section 3).
  - (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
  - (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
  - (g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the **Data Sheet** specifies training as a specific component of the assignment.
- 3.5 The Technical Proposal shall **not** include any financial information. A Technical Proposal containing financial information may be declared non responsive.
- Financial** 3.6 The Financial Proposal shall be prepared using the attached

- Proposals** Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the **Data Sheet**. 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.
- Taxes**
- 3.7 The Consultant, other than Mauritian nationals, may be subject to local taxes (such as: value added tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the **Data Sheet** if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- 3.8 Consultants, other than Mauritian nationals, may express the price of their services in a maximum of three freely convertible currencies, singly or in combination. The Client may require Consultants to state the portion of their price representing local cost in Mauritian Rupees if so indicated in the **Data Sheet**.
- 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.
- 4. Submission, Receipt, and Opening of Proposals**
- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.2 An authorized representative of the Consultants, **as specified in the Data Sheet** shall initial all pages of the original Technical and Financial Proposals. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the **Data Sheet**. All required copies of the Technical Proposal are to be made from the original. If there is any discrepancy between the original and the copies of the

Technical Proposal, the original governs.

- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” Similarly, the original Financial Proposal (if required under the selection method indicated in the **Data Sheet**) shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the Procurement reference number and the name of the assignment, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and reference number, and be clearly marked “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE** [*insert the time and date of the submission deadline indicated in the **Data Sheet***]”. The Client shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 4.5 The Proposals must be sent to the address/addresses indicated in the **Data Sheet** and received by the Client no later than the time and the date indicated in the **Data Sheet**, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

## 5. Proposal Evaluation

- 5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants’ Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

### Evaluation of Technical Proposals

- 5.2 The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score (St). A Proposal shall

be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

- Financial Proposals for QBS**
- 5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.
- Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS)**
- 5.4 After the technical evaluation is completed the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.
- 5.5 Financial Proposals shall be opened in the presence of the Consultants' representatives who choose to attend. The name of the consultants and the technical scores of the consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants, upon request.
- 5.6 The Client will correct any computational error. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, 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. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to Mauritian Rupees using the selling rates of exchange issued by the Bank of Mauritius, prevailing on the deadline for submission of proposals.
- 5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points.

The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the **Data Sheet**. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the **Data Sheet**:  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.

## 6. Negotiations

6.1 Negotiations will be held on the date and at the address indicated in the **Data Sheet**. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

### Technical negotiations

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

### Financial negotiations

6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Republic of Mauritius, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In case of Quality and Cost Based Selection, Fixed-Budget Selection, or the Least-Cost Selection methods, unless there are exceptional reasons,

the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

- |   |     |   |
|---|-----|---|
| <b>Availability of Professional staff/experts</b> | 6.4 | Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and shall be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate. |
| <b>Conclusion of the negotiations</b>             | 6.5 | Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.   |
| <b>7. Award of Contract</b>                       | 7.1 | The Consultant whose bid attains the highest score, in accordance with the criteria and selection method set forth in the request for proposals, or the one with the least cost in the case of the Least Cost method of selection, shall be selected for award, subject to satisfactory conclusion of negotiation.  |
|   | 7.2 | For contract above the prescribed threshold, the Client shall notify the selected Consultant of its intention to award the contract and shall simultaneously notify all other short listed consultants of its decision.   |
|   | 7.3 | For contracts not exceeding the prescribed threshold, the client shall issue the Letter of Award.   |
|   | 7.4 | In the absence of a challenge by any other consultant within 7 days of the notice under section 7.2, the contract shall be awarded to the selected Consultant   |
|   | 7.5 | Within seven days from the issue of Letter of Award, the Client shall publish on the Public Procurement Portal  |

([publicprocurement.govmu.org](http://publicprocurement.govmu.org)) and the Client's website, the results of the RFP process identifying the:

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

(ii) an executive summary of the RFP Evaluation Report, for contracts above the prescribed threshold referred to in section 7.2.

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

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

## **8. Confidentiality**

8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process until the publication of award. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Government's antifraud and corruption policy.

## **9. Debriefing**

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

## Instructions to Consultants – Data Sheet

<b>Paragraph Reference</b>	
<b>1.1</b>	<p>Name of the Client: Ministry of Environment, Sustainable Development, Disaster and Beach Management</p> <p>Method of selection: Quality and Cost Based Selection</p>
<b>1.2</b>	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>Name of the assignment is: <b>Consultancy Services for the preparation of a National Coastal Zone Adaptation Strategy for the Republic of Mauritius</b></p>
<b>1.3</b>	<p>A pre-proposal conference will be held: Yes, subject to request being received at least 14 days prior to submission date.</p> <p>The Client's representative is:            Mr N. Khedah            Project Manager            5<sup>th</sup> Floor, Ken Lee Tower            Barracks Street, Port Louis            Tel: 212 8992 Fax: 208 7866            E-mail: mnkhedah@yahoo.com</p>
<b>1.4</b>	<p>The Client will make the necessary arrangement for the consultant to access the coastal sites.</p>
<b>1.14</b>	<p>Proposals must remain valid <b>90 days</b> after the submission date i.e until 19 December 2016</p>

<b>2.1</b>	<p>Clarifications may be requested not later than 7 days before the submission date.</p> <p>The address for requesting clarifications is:  Project Manager  5<sup>th</sup> Floor, Ken Lee Tower  Barracks Street, Port Louis  Tel: 212 8992 Fax: 208 7866  E-mail: mnkhedah@yahoo.com</p>												
<b>3.3 (a)</b>	N/A												
<b>3.3 (b)</b>	<p>The estimated number of professional staff-days input for the assignment is as follows:</p> <table border="0" data-bbox="432 739 1457 981"> <thead> <tr> <th data-bbox="432 739 1037 772"><b><u>Key Staff</u></b></th> <th data-bbox="1037 739 1457 772"><b><u>Person Days</u></b></th> </tr> </thead> <tbody> <tr> <td data-bbox="432 772 1037 806">Environmental /Coastal Management Expert</td> <td data-bbox="1037 772 1457 806">40</td> </tr> <tr> <td data-bbox="432 806 1037 840">Coastal Law and Policy Expert</td> <td data-bbox="1037 806 1457 840">30</td> </tr> <tr> <td data-bbox="432 840 1037 873">Environmental Economist</td> <td data-bbox="1037 840 1457 873">20</td> </tr> <tr> <td data-bbox="432 873 1037 907">GIS Specialist</td> <td data-bbox="1037 873 1457 907">10</td> </tr> <tr> <td data-bbox="432 907 1037 981">Local Counterpart</td> <td data-bbox="1037 907 1457 981">10</td> </tr> </tbody> </table>	<b><u>Key Staff</u></b>	<b><u>Person Days</u></b>	Environmental /Coastal Management Expert	40	Coastal Law and Policy Expert	30	Environmental Economist	20	GIS Specialist	10	Local Counterpart	10
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GIS Specialist	10												
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<b>3.4</b>	The format of the Technical Proposal to be submitted is: FTP
<b>3.4 (g)</b>	Training/ capacity building is a specific component of this assignment: YES
<b>3.6</b>	<ol style="list-style-type: none"> <li data-bbox="432 1276 1457 1388">(1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the Client's country for purposes of the Services;</li> <li data-bbox="432 1422 1457 1489">(2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;</li> <li data-bbox="432 1523 1457 1568">(3) cost of all site investigations, tests and surveys;</li> <li data-bbox="432 1601 1457 1668">(4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services;</li> <li data-bbox="432 1702 1457 1769">(5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services;</li> <li data-bbox="432 1803 1457 1870">(6) cost of printing and dispatching of the reports to be produced for the Services;</li> <li data-bbox="432 1904 1457 1971">(7) other allowances where applicable and provisional or fixed sums (if any);</li> </ol>

	<p>(8) cost of conducting consultation with the public, community at the target sites and relevant stakeholders; and</p> <p>(8) cost of such further items required for purposes of the Services not covered in the foregoing.</p>
3.7	<p>Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: Yes.</p> <p>The Client will:</p> <p style="padding-left: 40px;">a.Reimburse the consultant for any such direct taxes paid by the consultant on its remunerations: NO</p> <p style="padding-left: 40px;">b.pay such taxes on behalf of the Consultant: Yes</p> <p>-Consultants will be subject to all taxes payable and should therefore submit their financial proposals inclusive of all applicable taxes.</p> <p>-All financial proposals must be inclusive of 15% VAT (Value Added Tax)</p>
	<p>Consultant to state local cost in the national currency: Yes</p>
4.2	<p>No written evidence is required.</p>
4.3	<p>Consultant must submit the original and 3 copies of the Technical Proposal, and the original of the Financial Proposal.</p>
4.5	<p>The Proposal submission address is:  The Permanent Secretary  Ministry of Environment, Sustainable Development and Disaster and Beach Management  9<sup>th</sup> Floor, Ken Lee Tower  Barracks Street, Port-Louis  Mauritius.</p> <p>Proposals must be submitted not later than the following date and time:  <u><b>19 September 2016 at 13.30 hrs (LOCAL TIME)</b></u></p> <ol style="list-style-type: none"> <li>1. The Proposal shall be deposited in the Tender Box – 9<sup>th</sup> floor, Ken Lee Tower.</li> <li>2. If the size of the envelope makes it impossible to be placed in the bid box such envelope shall be handed over to the Officer-in-Charge of the Confidential Registry, 5<sup>th</sup> Floor, Ken Lee Tower, Port-Louis</li> </ol>

<b>5.2 (a)</b>	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; border-bottom: 1px solid black;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) <b>Specific experience of the Consultants relevant to the assignment:</b></td> <td style="text-align: right;"><b>[10]</b></td> </tr> <tr> <td>(ii) <b>Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</b></td> <td></td> </tr> <tr> <td>    (a) Technical approach and methodology</td> <td style="text-align: right;">[20]</td> </tr> <tr> <td>    (b) Work plan</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td>    (c) Organization and staffing</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td style="text-align: right;">Total points for criterion (ii):</td> <td style="text-align: right;"><b>[40]</b></td> </tr> <tr> <td>(iii) <b>Key professional staff qualifications and competence for the assignment:</b></td> <td></td> </tr> <tr> <td>    (a) Environmental /Coastal Management Expert (Team leader)</td> <td style="text-align: right;">[15]</td> </tr> <tr> <td>    (b) Coastal Law and Policy Expert</td> <td style="text-align: right;">[15]</td> </tr> <tr> <td>    (c) Environmental Economist</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td>    (d) GIS Specialist</td> <td style="text-align: right;">[5]</td> </tr> <tr> <td>    (e) Local Counterpart</td> <td style="text-align: right;">[5]</td> </tr> <tr> <td style="text-align: right;">Total points for criterion (iii):</td> <td style="text-align: right;"><b>[50]</b></td> </tr> <tr> <td colspan="2" style="padding-top: 10px;"> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three subcriteria and relevant percentage weights:</p> <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 80%;">1) General qualifications</td> <td style="text-align: right;">20%</td> </tr> <tr> <td>2) Adequacy for the assignment</td> <td style="text-align: right;">60%</td> </tr> <tr> <td>3) Experience in region and language</td> <td style="text-align: right;">20%</td> </tr> <tr> <td style="text-align: right;">Total weight:</td> <td style="text-align: right;">100%</td> </tr> </tbody> </table> </td> </tr> <tr> <td style="text-align: right; padding-top: 10px;">Total points for the three criteria:</td> <td style="text-align: right; padding-top: 10px;">100</td> </tr> <tr> <td colspan="2" style="padding-top: 10px;"> <p>The minimum technical score St required to pass is: <b>70 Points</b></p> </td> </tr> </tbody> </table>		<u>Points</u>	(i) <b>Specific experience of the Consultants relevant to the assignment:</b>	<b>[10]</b>	(ii) <b>Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</b>		(a) Technical approach and methodology	[20]	(b) Work plan	[10]	(c) Organization and staffing	[10]	Total points for criterion (ii):	<b>[40]</b>	(iii) <b>Key professional staff qualifications and competence for the assignment:</b>		(a) Environmental /Coastal Management Expert (Team leader)	[15]	(b) Coastal Law and Policy Expert	[15]	(c) Environmental Economist	[10]	(d) GIS Specialist	[5]	(e) Local Counterpart	[5]	Total points for criterion (iii):	<b>[50]</b>	<p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three subcriteria and relevant percentage weights:</p> <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 80%;">1) General qualifications</td> <td style="text-align: right;">20%</td> </tr> <tr> <td>2) Adequacy for the assignment</td> <td style="text-align: right;">60%</td> </tr> <tr> <td>3) Experience in region and language</td> <td style="text-align: right;">20%</td> </tr> <tr> <td style="text-align: right;">Total weight:</td> <td style="text-align: right;">100%</td> </tr> </tbody> </table>		1) General qualifications	20%	2) Adequacy for the assignment	60%	3) Experience in region and language	20%	Total weight:	100%	Total points for the three criteria:	100	<p>The minimum technical score St required to pass is: <b>70 Points</b></p>	
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<b>5.7</b>	The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$ , in which $S_f$ is the financial score, $F_m$ is the lowest price and $F$ the price of the proposal under consideration.  The weights given to the Technical and Financial Proposals are: $T = 0.7$ and $P = 0.3$
<b>6.1</b>	Expected date and address for contract negotiations: To be notified by the Client if required.
<b>7.5</b>	Expected date for commencement of consulting services: To be mutually agreed by the Client and the Consultant.

### **Section 3. Technical Proposal - Standard Forms**

*[Comments in brackets [ ] provide guidance to the shortlisted Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]*

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

Form TECH-1: Technical Proposal Submission Form.....	29
Form TECH-2: Consultant’s Organization and Experience .....	31
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B - Consultant’s Experience .....	32
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Form TECH-5: Team Composition and Task Assignments .....	36
Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff.....	37
Form TECH-7: Staffing Schedule <sup>1</sup> .....	39
Form TECH-8 Work Schedule .....	40

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## Form TECH-1: Technical Proposal Submission Form

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[Location, Date]

To: [Name and address of Client]

Dear Sir/Madam:

- (a) We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope<sup>1</sup>.
- (b) We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]<sup>2</sup>
- (c) 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.
- (d) If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.14 of the Data Sheet, 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.
- (e) We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.5 of the Data Sheet.
- (f) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:
  - i. We shall not, directly or through any other person or firm, offer, promise or give to any of the Client's employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - ii. We shall not enter with other Consultants into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - iii. We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

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

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

- 
- 1 [*In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: “We are hereby submitting our Proposal, which includes this Technical Proposal only.”*]
  - 2 [*Delete in case no association is foreseen.*]

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## **Form TECH-2: Consultant's Organization and Experience**

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### **A - Consultant's Organization**

*[Provide here a brief (around two pages) description of the background and organization of your firm/entity and each associate for this assignment.]*

## B - Consultant's Experience

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use around 20 pages.]*

Assignment name:	Approx. value of the contract (in current US\$ or Euro or MUR equivalent):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N <sup>o</sup> of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro or MUR equivalent):
Start date (month/year): Completion date (month/year):	N <sup>o</sup> of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: \_\_\_\_\_

---

**Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client**

---

**A - On the Terms of Reference**

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activities you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]*

## **B - On Counterpart Staff and Facilities**

*[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]*

**Form TECH-4: Description of Approach, Methodology and  
Work Plan for Performing the Assignment**

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**Form TECH-5: Team Composition and Task Assignments**

---

<b>Professional Staff</b>				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task A

## Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** *[only one candidate shall be nominated for each position]:* \_\_\_\_\_

2. **Name of Firm** *[Insert name of firm proposing the staff]:* \_\_\_\_\_

3. **Name of Staff** *[Insert full name]:* \_\_\_\_\_

4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

5. **Education** *[Indicate college/university and other specialized 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** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* \_\_\_\_\_

10. **Employment Record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

11. Detailed Assigned Tasks	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned
	<i>[Among the assignments in which the staff has been involved,</i>

<p><i>[List all tasks to be performed under this assignment]</i></p>	<p><i>indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
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### 13. Certification:

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

\_\_\_\_\_  
*[Signature of staff member or authorized representative of the staff]* Date: \_\_\_\_\_  
*Day/Month/Year*

Full name of authorized representative: \_\_\_\_\_



## Form TECH-8 Work Schedule

N°	Activity <sup>1</sup>	Months <sup>2</sup>								
		1	2	3	4	5	6	7	8	9
1										
2										
3										
4										
5										
n										

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

## Section 4. Financial Proposal - Standard Forms

*[Comments in brackets [ ] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]*

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

*[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.]*

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Form FIN-3: Breakdown of Costs by Activity <sup>1</sup> .....	45
Form FIN-4: Breakdown of Remuneration <sup>1</sup> (Lump-Sum) .....	46
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## Form FIN-1: Financial Proposal Submission Form

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[Location, Date]

To: [Name and address of Client]

Dear Sir/Madam:

- (a) We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the lump sum of [Insert amount(s) in words and figures<sup>1</sup>]. This amount is exclusive of the local taxes (applicable only to consultants other than Mauritian nationals), which shall be identified during negotiations and shall be added to the above amount.
- (b) Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.14 of the Data Sheet.
- (c) Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below<sup>2</sup>:

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

- (d) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:
- i. We shall not, directly or through any other person or firm, offer, promise or give to any of the Client's employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - ii. We shall not enter with other Consultants into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of proposals or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - iii. We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

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

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

- 
- 1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
  - 2 If applicable, replace this paragraph with: “No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution.”

## Form FIN-2: Summary of Costs

<b>Item</b>	<b>Costs</b>			<i>[Indicate Mauritian Rupees</i>
	<i>[Indicate Foreign Currency # 1]<sup>1</sup></i>	<i>[Indicate Foreign Currency # 2]<sup>1</sup></i>	<i>[Indicate Foreign Currency # 3]<sup>1</sup></i>	
Total Costs of Financial Proposal <sup>2</sup>				

- 1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.
- 2 Indicate the total costs, net of local taxes, to be paid by the Client in each currency. 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<sup>1</sup>

<b>Group of Activities (Phase):</b> <sup>2</sup>	<b>Description:</b> <sup>3</sup>			
<b>Cost component</b>	<b>Costs</b>			
	<i>[Indicate Foreign Currency # 1]</i> <sup>4</sup>	<i>[Indicate Foreign Currency # 2]</i> <sup>4</sup>	<i>[Indicate Foreign Currency # 3]</i> <sup>4</sup>	<i>[Indicate Mauritian Rupees]</i>
Remuneration <sup>5</sup>				
Reimbursable Expenses <sup>5</sup>				
Subtotals				

- 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 assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, 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 (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.
- 5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.



## Form FIN-5: Breakdown of Reimbursable Expenses (Lump-Sum)

*(This Form FIN-5 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)*

N°	Description <sup>1</sup>	Unit	Unit Cost <sup>2</sup>
	Per diem allowances	Day	
	International flights <sup>3</sup>	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [Insert place] and [Insert place]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the Client's personnel <sup>4</sup>		

1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.

2 Indicate unit cost and currency.

3 Indicate route of each flight, and if the trip is one- or two-ways.

4 Only if the training is a major component of the assignment, defined as such in the TOR.

## **Appendix: Financial Negotiations - Breakdown of Remuneration Rates**

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*(Not to be used when cost is a factor in the evaluation of Proposals)*

### **1. Review of Remuneration Rates**

- 1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the firm in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.
- 1.2 The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds. The Client is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the firm's remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.
- (i) **Salary**  
This is the gross regular cash salary paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
  - (ii) **Bonus**  
Bonuses are normally paid out of profits. Because the Client does not wish to make double payments for the same item, staff bonuses shall not normally be included in the rates. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
  - (iii) **Social Costs**  
Social costs are the costs to the firm of staff's non-monetary benefits. These items include, *inter alia*, social security including pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the firm's leave policy is acceptable as a social cost.

## (iv) Cost of Leave

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as percentage of salary}^1 = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

It is important to note that leave can be considered a social cost only if the Client is not charged for the leave taken.

## (v) Overheads

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

## (vi) Fee or Profit

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the contract.

## (vii) Away from Headquarters Allowance or Premium

Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. For concerned staff, this allowance, where paid, shall cover home education, etc.; these and similar items shall not be considered as reimbursable costs.

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<sup>1</sup> Where *w* = weekends, *ph* = public holidays, *v* = vacation, and *s* = sick leave.

(viii) **Subsistence Allowances**

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents—the subsistence rate shall be the same for married and single team members.

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

**2. Reimbursable expenses**

- 2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

**3. Bank Guarantee**

- 3.1 Payments to the firm, including payment of any advance based on cash flow projections covered by a bank guarantee, shall be made according to an agreed estimated schedule ensuring the firm regular payments in local and foreign currency, as long as the services proceed as planned.

## Sample Form

Consulting Firm:  
Assignment:

Country:  
Date:

### Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff;
- (b) attached are true copies of the latest salary slips of the staff members listed;
- (c) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

\_\_\_\_\_  
*[Name of Consulting Firm]*

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Consultant’s Representations Regarding Costs and Charges**

(Expressed in *[insert name of currency]*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Fee <sup>2</sup>	Away from Headquarters Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour
Home Office									
Field									

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

## Section 5. Terms of Reference

### 1.0 Introduction

The Republic of Mauritius (ROM) is a group of islands in the South West Indian Ocean, consisting of the main island of Mauritius, Rodrigues and several outer islands located at distances greater than 350 km from the main island. As a Small Island Developing State (SIDS), the ROM is particularly vulnerable to the adverse effects of climate change, especially in the coastal zone, where a convergence of accelerating sea level rise and increasing frequency and intensity of tropical cyclones (with more intense rainfall events and stronger winds) will result in considerable economic loss, humanitarian stresses, and environmental degradation.

The Government of Mauritius (GoM) has secured a grant from the Adaptation Fund with the support of UNDP for the implementation of the project entitled “Climate Change Adaptation Programme in the Coastal Zone of Mauritius” since 2012. This fund, set up under the Kyoto Protocol of the United Nations Framework Convention on Climate Change, is targeted to assist developing-country parties to the above protocol that are particularly vulnerable to the adverse effects of climate change in meeting the costs of adaptation projects and actions that will limit the impacts on the party.

The overall goal of the programme is to increase climate resilience of communities and livelihoods in coastal areas in Mauritius. One of the main objectives of the programme is to improve and enhance policies and regulations that promote and enforce resilience measures for ROM. Several studies have been carried out and those are referenced below\*<sup>1</sup>.

While the GoM has undertaken actions in relation to climate change, there is a need to have consistency between the current policies and regulations in ROM with regard to management of climate change effects in the coastal zone and the necessity to provide appropriate guidance or incentives for practical implementation of adaptive measures. This partly reflects a number of issues including but not limited to the overlapping jurisdictions of various ministries and agencies with regard to authority and regulations that apply to beaches, lagoons, and reefs; the variable understanding of how exactly climate change manifests itself in the coastal zone; and what is the appropriate mix of technical options as well as policies and regulatory options to ensure coastal zones are protected. As a consequence, future development of infrastructure and buildings in the coastal zone will risk being vulnerable to increasing sea level and an increased frequency of storm surges, resulting in beach erosion, infrastructure damage, and flooding of buildings in low-lying coastal areas, with a potential cost to the Mauritian economy.

The Ministry of Environment, Sustainable Development, Disaster and Beach Management is the implementing agency for this project and intends to hire a suitable team of consultants (A Firm) (hereafter referred to as Consultant) for the preparation of a National Coastal Zone Adaptation Strategy for the Republic of Mauritius. The visible and measurable effects of climate change in the coastal zone of ROM have become more apparent over the last ten years. There is a direct linkage between climate change effects on coastal ecosystem services (especially coral reefs and lagoons) and the integrity of the whole coastal zone of ROM. As coral reefs are degraded through sea level rise, ocean acidification and rising water temperatures, it is imperative that the critical ecosystem function of wave attenuation be compensated in some manner. Adaptation therefore requires *in situ* changes in behavior and

site management, and appropriate technical interventions, as well as early warning systems that provide enough time for communities to move away from areas where the risk of storm surge and flooding is imminent. Storm surges and swell waves are expected to be aggravated through sea level rise and climate change effects on weather patterns. This will compound underlying trends of increasing coastal erosion and pressure on scarce land resources, and increase physical vulnerability of island populations, infrastructure and livelihood assets.

### **Institutional arrangements for Integrated Coastal Zone Management (ICZM) and Climate Change in Mauritius and Rodrigues**

The *Environment Protection Act* (2002) makes provisions for the coastal and maritime zone management. There is for the purpose of the Act, an Integrated Coastal Zone Management (ICZM) Committee which is chaired by the Director of Environment and comprises representatives from various ministries, departments, public bodies, organisations and associations more fully described in the seventh schedule of the Act. The ICZM committee is responsible, amongst other things to make recommendations on the management and protection of the coastal zone.

In Rodrigues, the Island Chief Executive exercises all powers of the Director in the enforcement of environmental laws on the island including coastal zones. The Rodrigues Environment Unit is also established and which consist of public officers to assist the Island Chief Executive in the discharge of his duties under the *Environmental Protection Act*.

A Climate Change Bill is under preparation by the Ministry of Environment, Sustainable Development and Disaster and Beach Management and the consultant may need to provide input into the Bill.

### **Relevant reports\*<sup>1</sup>**

The Government of Mauritius has commissioned numerous studies pertaining to the coastal zone management including but not limited to the following:

- a. Guideline for Climate Change Adaptation Strategy (Coastal Setback) (2016)
- b. Capacity Development on Coastal Protection and Rehabilitation in the Republic of Mauritius (2015)
- c. National Climate Change Adaption Policy framework for the Republic of Mauritius (2012).
- d. Development of a Disaster Risk Reduction Strategic Framework and action plan
- e. Integrated Coastal Zone Management Framework (ICZM) for the Republic of Mauritius (2009)
- f. Public Environment Expenditure Review 2011-2014
- g. Coastal sensitivity atlas of Mauritius for oil spill response

The Ministry will provide copies of the above reports to the consultant in the context of the assignment.

## 2.0 Objectives of the assignment

The objective of the assignment is to prepare a National Coastal Zone Adaptation Strategy that addresses all perceived climate change risks in the coastal zone of ROM to promote and enforce resilience measures. The Strategy should include a) Relevant strategies, policies, laws, regulations and projects pertaining to the coastal zone in ROM; b) Results of map based vulnerability assessment and adaptation options based on that assessment; and c) Recommendations for new economic instruments and best technical, economically efficient, and institutionally relevant adaptation practices especially in the SIDS context of Mauritius.

## 3.0 Scope of consultancy services

The scopes of services are;

- 1) Review relevant strategies, policies, laws, regulations and projects pertaining to the coastal zone in ROM. Review include available international best technical and institutional adaptation practices in coastal zone management that can be adapted to ROM.
- 2) Perform vulnerability assessment and identify gaps, and develop a Map that identifies the most vulnerable coastal areas and systems with development capacity limit. Formulate options for adaptation policies and measures based on the assessment.
- 3) Prioritize, select options and develop a National Coastal Zone Adaptation Strategy that addresses all perceived climate change risks in the coastal zone of ROM over the next 20 years, with recommendations for supporting policies and regulations, best technical and institutional adaptation practices and new economic instruments. Creation of a “clearinghouse”<sup>\*2</sup> for climate change oversight in the coastal zone of ROM.

### 3.1 Detailed tasks

**TASK 1 - Review relevant strategies, policies, laws, regulations and projects pertaining to the coastal zone in ROM. Review include available international best technical and institutional adaptation practices in coastal zone management that can be adapted to ROM.**

- Review of relevant strategies, policies and regulations pertaining to the coastal zone in ROM.
- Review of related project reports and cost benefit analyses performed in the context of the broader Adaptation Fund Board project.
- Review of land management policies in the coastal zone.
- Review of the current adaptation options and funds including for example the Corporate Social Responsibility Fund and verify their appropriateness.
- Review of District Outline Schemes and any other documents (i.e. tourism development plan) that are related to setting targets and locations in the coastal zone.
- Review of available international most appropriate for the SIDS context technical and institutional adaptation practices in coastal zone management in the view of policy and regulatory which addresses climate change.

The Consultant is expected to produce a draft report on the review relevant strategies, policies, laws, regulations and projects pertaining to the coastal zone in ROM. This report will be finalised based on comments from the Project Steering Committee, the project team, and the UNDP

**TASK 2 - Perform vulnerability assessment and identify gaps, and develop a map that identifies the most vulnerable coastal areas and systems with development capacity limit. Formulate options for adaptation policies and measures based on the assessment.**

#### **Task 2A: Map Development**

- Source and validate existing electronic (GIS, spreadsheets, image, etc.) or hard copy (maps, reports, tables, etc.) information.
- Identify, assess and classify natural and socio-economic vulnerabilities to climate change impacts of the coastal zones in ROM by means of a Geographical Information Systems (GIS)-based composite coastal vulnerability index (CVI).
- Develop a map/s (scale 1: 5000) that identifies the most vulnerable coastal areas and systems, clarify spatial and temporal vulnerability in scale and development capacity limits.
- Identifying critical information gaps, and cost-effective mechanisms to address these gaps including the need to collect new data outside the current project.
- It is expected that the maps would overlay infrastructure and population exposed to the various climate hazards particularly with respect to sea level rise and storm surges.
- Collection of the critical information required to fill the gaps where practicable within the scope of the project. Cost of purchase of satellite data shall be borne by the project.

#### **Task 2B: Vulnerability Assessment**

- The Consultants shall perform a vulnerability assessment of the coastal zone of Mauritius in view of Climate Change and rising sea levels. The methodology to be adopted for the vulnerability assessment shall be an internationally accepted one and shall be detailed by the Consultant in the technical proposal and validated at Inception Stage.
- Based on the Vulnerability Assessment, the Consultant shall formulate options for adaptation policies and strategies, economic incentives, technical and institutional adaptation practices in ROM taking into account current institutional structures, processes and regulations and vulnerability assessment.
- Produce draft and final Report on options for adaptation policies and measures, and vulnerability assessment result and map that identifies the most vulnerable coastal areas and systems with development capacity limit.

Following the completion of the Draft report on vulnerability assessment, the consultants shall hold consultation workshop with relevant stakeholders both in Mauritius and Rodrigues in the context of this assignment and produce consultation workshop report. The outcome of this workshop as well as the comments from the Steering Committee, the project management team and the UNDP will be used to finalise the report and maps.

**TASK 3 - Prioritize, select options and develop the National Coastal Zone Adaptation Strategy that addresses all perceived climate change risks in the coastal zone of ROM over the next 20 years, with recommendations for supporting policies and regulations, best technical and institutional adaptation practices and new economic instruments**

- Prioritize future actions of developing strategies that addresses climate change risks in the coastal zone of ROM with supporting policies, and regulations taking into account GIS map based vulnerability assessment.
- Identification of the best technical and institutional adaptation practices and economic instrument for ROM that are achievable.
- Develop a National Coastal Zone Adaptation Strategy that addresses all perceived climate change risks in the coastal zone of ROM taking into consideration innovations and country overall development perspectives including all safeguards issues. Consultations with relevant stakeholders shall be undertaken.
- Formulate recommendations for supporting policies and regulations, good technical and institutional adaptation practices and new economic instruments.
- Develop EIA guidelines with respect to coastal protection and rehabilitation measures (including hard and soft measures: i.e breakwaters, rock revetment, flexible revetment, beach nourishment, amongst others) Based on existing International guidelines or as adapted from Development Banks.
- Provide training in a 2-day session for the capacity building of the EIA department of the Ministry of Environment for the assessment of Coastal projects and their implications, both as single and in cumulative manner.
- Produce a report entitled Draft National Coastal Zone Adaptation Strategy that addresses all perceived climate change risks in the coastal zone of ROM along with recommendations for supporting policies and regulations, best technical and institutional adaptation practices and new economic instruments.

The consultants shall hold a 2-day consultation workshop with relevant stakeholders both in Mauritius and Rodrigues in the context of this assignment and produce consultation workshop report. The Draft National Coastal Zone Adaptation Strategy shall be finalized by the Consultant based on comments from the Steering Committee, Project management team, and the UNDP. In addition, should the document be presented to Cabinet, any edits required by Cabinet should be incorporated by the Consultant, as conveyed by the Project team.

**TASK 4 - Creation of a “clearing house”<sup>\*2</sup> for climate change oversight in the coastal zone of ROM**

- Provide recommendations on the structure and processes for regulatory bodies oversee all climate change issues in the coastal zone.
- Define the required structure and processes for a ‘clearing house’<sup>\*2</sup> that oversee climate change issues in the coastal zone of ROM.
- Provide the Standard Operating Procedure for of “clearing house” as an Oversight and Registration Body at the Ministry of Environment, Sustainable Development and Disaster and Beach Management (through the ICZM Division).
- Produce a report on required structure and process for the “clearing house” that oversee and regulate climate change issues in the coastal zone of ROM

<sup>\*2</sup> “Clearing house” is a unit or institution, or collection of individuals from various agencies, which is able to make final decisions on the climate appropriateness of future development projects; also having a follow-up enforcement capacity.

The consultants shall hold consultations with relevant stakeholders both in Mauritius and Rodrigues in the context of this assignment. The Task 4 consultations shall take place along with the Task 3 consultations.

### **3.2 Responsibilities of Experts**

The general expected responsibilities of the team of consultants is described below. A bidder may propose alternative arrangements, provided the required skill set is met.

#### **3.2.1 Environmental / Coastal Management Expert (Team Leader)**

- Lead the consultation process at national and sectoral level to determine the National Coastal Zone Adaptation Strategy with recommendation for supporting policies and regulations, review of district outline schemes/hotel development plan. He/She will formulate options, develop guidelines with respect to coastal protection and rehabilitation works for vulnerable coastal sites in Mauritius and Rodrigues based on the best practices including ecosystem based adaptation.
- Prepare the EIA guidelines and assist in the training for the Ministry of Environment EIA department.
- Carry out the Vulnerability Assessment in line with international norms
- He/She will be the team leader and will therefore be responsible for organization, coordination of all experts' work, compilation and timely submission of deliverables. The team leader will also be the liaison person between the client and the firm.

#### **3.2.2 Coastal Law and Policy Expert**

- Review of draft policies, strategies, plans and regulations, consistency in references to climate change effects in the coastal zone. He/She will also define the required structure and processes for one "clearing house" for climate change oversight in the coastal zone of ROM.
- Assist in preparing the EIA guidelines and assist in the training for the Ministry of Environment EIA department.
- Assist in the Vulnerability Assessment
- Support the Environmental / Coastal Management Expert in the development of the relevant documents

#### **3.2.3 Environmental Economist**

- Review and develop recommendations for design and implementation of economic instruments that will facilitate public and private sector compliance with the best coastal adaptation practices.
- Provide an input into the selection of options and prioritization of options.

#### **3.2.4 Geographic Information Specialist**

- Utilize existing data and perform vulnerability assessment using GIS and develop (CVI) maps for each district including Rodrigues that will identify the most vulnerable coastal areas and systems.

- Develop Coastal Zone maps which can be used for decision making in terms of future development for Mauritius, and Rodrigues.

### 3.2.5 Local Counterpart (optional)

- The Local Counterpart is expected to provide logistical assistance to the Consultant team in terms of organization of meetings, workshops. Depending on the level of expertise of the Local Counterpart, he/she would be expected to provide input to the deliverables accordingly.

### 4.0 Duration of services

The consultancy services shall be completed within 110 person-days in accordance with the schedule for the submission of the deliverables including a minimum of three missions in Mauritius and two in Rodrigues. In case the Consultant requires more days for local counterparts, he/she shall budget for it accordingly under support staff, noting that for technical evaluation purposes such additional days shall not be taken into account.

The expected duration of main tasks is expected depicted below:

**Table 1: Expected Duration of Main Tasks**

Main Task	Required Person-days
TASK 1	Environmental / Coastal Management Expert:10 Coastal Law and Policy Expert:10 Environmental Economist:5
TASK 2	Environmental / Coastal Management Expert:10 Geographic Information Specialist:5
TASK 3	Environmental / Coastal Management Expert:10 Coastal Law and Policy Expert:10 Environmental Economist:10 Geographic Information Specialist:5
TASK 4	Environmental / Coastal Management Expert:10 Coastal Law and Policy Expert:10 Environmental Economist:5
Overall	Local Counterpart:10
<b>Total number of Person-days</b>	<b>110</b>

	Experts	Total Required Person-days
1	Environmental / Coastal Management Expert	40
2	Coastal Law and Policy Expert	30
3	Environmental Economist	20
4	Geographic Information Specialist	10
5	Local Counterpart (optional)	10
<b>Total</b>		<b>110</b>

### 5.0 Qualifications and requirements of the consultants

The core personnel shall have the expertise in the fields required for the implementation of the project. Details including but not limited to academic qualifications, field of competency and

technical/practical experience of the previous assignments of similar nature and/or related consultancy services should be submitted with signed CVs.

The selection of the Consultant for the Project shall be based on a Quality and Cost method and eventually appointed on a **lump sum fee basis**.

Notes:

- a. In case of fully international team of experts, a local partner would be required for coordination purposes.
- b. The firm may wish to include in its team other support staff for the purposes of the assignment. However, in no event the number of person-days shall no exceed the set 110.
- c. The consultant shall undertake at least three missions to Mauritius and two in Rodrigues during the assignment.

The core personnel shall consist of the following specialists:

- 5.1 Environmental / Coastal Management Expert (Team leader)
- 5.2 Coastal Law and Policy Expert
- 5.3 Environmental Economist
- 5.4 Geographic Information Specialist

## **5.1 Environmental / Coastal Management Expert (Team Leader)**

### General Qualifications

- At least a post-graduate degree in the following fields: Coastal Zone Management or any other related fields.

### General Professional Experience

- A minimum of 10 years general experience in Coastal Zone Management field of expertise.

### Specific Experience

- At least 5 years' specific experience in reviewing and assessing Coastal Zone Management initiatives; climate-related Policy Review, Formulation and Development; development of guidelines (design of coastal protection structures) to promote climate-proofed development; in Climate Change Assessment, Coastal Zone Management, Environmental Policies, Risk and Vulnerability Assessment
- Demonstrated Experience with UNDP and other International Institutions Safeguards policies in relation to coastal projects and climate change will be a distinct advantage

### Skills

- Excellent Communication Skills.
- Excellent command in written and spoken English.
- Good working knowledge in French is desirable.
- Good experience with computers, electronic networks.
- Ability to work in a team, under pressure and ability to meet deadlines.
- Result oriented.

## **5.2 Coastal Law and Policy Expert**

### General Qualifications

- a degree in law.

### General Professional Experience

- A minimum of 10 years of professional experience in the field.

### Specific Experience

- At least 8 years of experience in review and drafting of environmental and climate change related laws; assessment and review of policies.
- Review and drafting of laws in relation to the environment sector will be an advantage.
- Experience working with planning policies in relation to climate change and the coastal zone will be a distinct advantage
- Experience in the preparation of EIA Guidelines
- Working experience in Small Island States and climate change issues.

### Skills

- Excellent command in written and spoken English.
- Working knowledge in French is desirable.
- Ability to work in a team, under pressure and ability to meet deadlines.
- Ability to work in multi-stakeholder environment

## **5.3 Environmental Economist**

### General Qualifications

- At least a postgraduate degree in economics/ environmental economics or related fields.

### General Professional Experience

- A minimum of 10 years of general experience in coastal/ marine environment valuation field.

### Specific Experience

- At least 5 years' specific experience as a practitioner/consultant in valuation of ecosystem services, cost and benefit analysis, valuation of economic impacts of coastal erosion and flooding, environment impact assessment/feasibility study.
- Previous or on-going similar work experience in Small Island States will be an advantage.
- Knowledge of UNDP and other Donor Funded project processes in relation to the assessment of coastal and climate change projects would be a distinct advantage

### Skills

- Excellent communication skills.
- Excellent command in written and spoken English.
- Good working knowledge in French is desirable.

- Ability to work in a team, under pressure and ability to meet deadlines.
- Good experience with computers.

#### **5.4 Geographic Information Specialist**

##### General Qualifications

- At least a degree in Geographic Information Science or related fields.

##### General Professional Experience

- A minimum of 5 years of general experience in application of GIS.

##### Specific Experience

- Previous or on-going similar work experience in vulnerability assessment will be an advantage.
- Experience in producing Maps used for planning purposes at national or local authority levels

##### Skills

- Excellent communication skills.
- Excellent command in written and spoken English.
- Good working knowledge in French is desirable.

#### **5.5 Local Counterpart (optional)**

##### General Qualifications

At least a degree in Business, Economics, Law, Environmental Management/Environmental Engineering or equivalent.

##### General Professional Experience

- A minimum of 3 years of general experience in project management
- Experience in policy and strategy development.
- Experience in Climate Change issues desirable
- Experience working with the Mauritian public sector

##### Specific Experience

Experience in carrying out or having been directly involved in at least one assignment close to the present assignment would be an advantage.

##### Skills

Excellent communication skills.  
Excellent command in written and spoken English, and French.

#### **6.0 Deliverables and stakeholders' workshop**

With regard to deliverables, the consultant shall take note of the following:

- The language of the assignment shall be in English.
- Deliverables will be the basis for the payment schedule. All reports will be submitted in draft (for comments) and then final.

- The Deliverables shall be submitted in electronic format (MS Word and PDF versions) and final reports by courier/hand delivered (20 copies) to the Project Manager. The maps shall be produced in GIS-based Digital Map. The deliverables shall be formally presented to the Project Steering Committee, for necessary comments, views and approval during the period of assignment.
- Prior to submitting the final Deliverable for TASK 2 and TASK 3, consultative stakeholders' workshops shall be conducted, where the findings and recommendations of the draft report shall be presented, clarified and validated. The Consultant shall ensure that all consultative workshops and key meetings are properly scheduled in the project work plan so as to minimize the cost for both the Consultant and the Client. The Consultant local representative should work closely with the project management team for identifying relevant stakeholders for each workshop. The Consultant local representative, with the assistance of the project management team, shall be responsible for mobilizing stakeholders for the workshops.
- A workshop will also be held for training the EIA department in the use of the EIA guidelines for Coastal Works and capacity Building for the Ministry of Environment EIA department.
- Following the deliberation of consultative workshops, the Consultant shall submit a workshop report that contains the presentations, decisions, agreement, attendance list, way forward and photographic evidence of attendees and presenters as necessary. The Consultant shall compile all issues raised, evaluate their significance and update the draft reports accordingly. The final version of all reports, incorporating all comments, shall be submitted as per the below Schedule of Deliverables.

The Deliverables for this consultancy services and the deadline of submission of final report shall be as per the Schedule of Deliverables hereunder.

**Table 2: Schedule of Deliverables**

<b>TASK</b>	<b>Reports</b>	<b>Expected Date for Submission</b>
-	Draft Inception Report with Detailed Work Plan	Week 1
-	Final Inception Report with Detailed Work Plan and Inception Workshop	Week 2
<b>1</b>	Draft Report on review relevant strategies, policies, laws, regulations and projects pertaining to the coastal zone in ROM	Week 6
<b>1</b>	Final Report on review relevant strategies, policies, laws, regulations and projects pertaining to the coastal zone in ROM	Week 8
<b>2</b>	Draft Report on options for adaptation policies and measures, and vulnerability assessment result and map that identifies the most vulnerable coastal areas and systems with development capacity limit	Week 12
<b>2</b>	Final Report on options for adaptation policies and measures, and vulnerability assessment result and map that identifies the most vulnerable coastal areas and systems with development capacity limit	Week 16
-	<b>Consultative Workshop (week 14) and Consultation Workshop Report</b>	Week 16
<b>3</b>	Draft Report on National Coastal Zone Adaptation Strategy that addresses all perceived climate change risks in the coastal zone of ROM along with recommendations for supporting policies and regulations, best technical	Week 20

	and institutional adaptation practices and new economic instruments.	
	Draft EIA Guidelines for Coastal works and rehabilitation projects	Week 20
	Workshop report on training for Ministry of Environment on the application of EIA Guidelines for Coastal works and rehabilitation projects	Week 22
3	Final Report on National Coastal Zone Adaptation Strategy that addresses all perceived climate change risks in the coastal zone of ROM along with recommendations for supporting policies and regulations, best technical and institutional adaptation practices and new economic instruments, and	Week 24
	Final EIA Guidelines	Week 24
-	<b>Consultative Workshop (Week 24) and Consultation Workshop Report</b>	Week 26
4	Draft report on required structure and process for “clearinghouse” that oversee and regulate climate change issues in the coastal zone of ROM	Week 28
4	Final report on required structure and process for “clearinghouse” that oversee and regulate climate change issues in the coastal zone of ROM and establishment of the example of “clearinghouse”.	Week 30
-	Presentation of Strategic Paper to Authorities & Key Stakeholders	Week 32

The Consultant should in return submit the final version of each report as per the schedule. The Consultant has to ensure that all comments are duly addressed in the final report to prevent the withholding of payment.

## 7.0 Services and Facilities Provided by the Client

The Ministry will provide support for the organization of the workshops and for mobilization of the stakeholders. Office space for the consultants and venues for the workshops, seminars, talks and presentations will also be provided, through the project funding and in kind assistance by the Ministry. The Client shall supply to the Consultant without charge all relevant data and information in possession of the Client. Where additional data needs to be obtained, the Client will work proactively with the Consultant to obtain that information, where feasible.

The Consultant shall respect confidentiality of the information and shall not divulge any information, together with their findings to any third party. Any information not possessed by the Client shall be obtained by the Consultant, at its own cost, and shall not be claimed separately from fees forming part of their financial proposal.

## 8.0 Payment

The table below details the payment schedule of this consultancy services. Payments shall be effected after the approval of deliverables as per the Schedule of Deliverables. The consultant may propose alternative payment schedule. However, the Schedule below shall prevail in case the Client is not agreeable to the one proposed by the Consultant.

**Table 3: Schedule of Payments**

TASK	Reports	% payment
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-	Draft Inception Report with Detailed Work Plan	-
-	Final Inception Report with Detailed Work Plan and Inception Workshop	10 %
1	Draft Report on review relevant strategies, policies, laws, regulations and projects pertaining to the coastal zone in ROM	-
1	Final Report on review relevant strategies, policies, laws, regulations and projects pertaining to the coastal zone in ROM	15%
2	Draft Report on options for adaptation policies and measures, and vulnerability assessment result and map that identifies the most vulnerable coastal areas and systems with development capacity limit	-
2	Final Report on options for adaptation policies and measures, and vulnerability assessment result and map that identifies the most vulnerable coastal areas and systems with development capacity limit.	15%
-	<b>Consultative Workshop and Consultation Workshop Report</b>	10%
3	Draft Report on National Coastal Zone Adaptation Strategy that addresses all perceived climate change risks in the coastal zone of ROM along with recommendations for supporting policies and regulations, best technical and institutional adaptation practices and new economic instruments, including Draft EIA Guidelines.	-
3	Final Report on National Coastal Zone Adaptation Strategy that addresses all perceived climate change risks in the coastal zone of ROM along with recommendations for supporting policies and regulations, best technical and institutional adaptation practices and new economic instruments, including Final EIA Guidelines, and training report	15%
-	<b>Consultative Workshop and Consultation Workshop Report</b>	10 %
4	Draft report on required structure and process for “clearinghouse” that oversee and regulate climate change issues in the coastal zone of ROM	-
4	Final report on required structure and process for “clearinghouse” that oversee and regulate climate change issues in the coastal zone of ROM and establishment of the example of “clearinghouse”.	15%
-	Presentation of Strategic Paper to Authorities & Key Stakeholders	10%

Section 6. Sample Contract for Consulting Services - Small  
Assignment – Lump sum

**SAMPLE CONTRACT FOR CONSULTING SERVICES  
SMALL ASSIGNMENTS  
LUMP-SUM PAYMENTS**

**CONTRACT No. *[insert]***

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between *[insert Client’s name]* (“the Client”) having its principal place of business at *[insert Client’s address]*, and *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s address<sup>1</sup>]*.

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
  - (ii) The Consultant shall provide the personnel listed in Annex B, “Consultant’s Personnel,” to perform the Services.
  - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, “Consultant’s Reporting Obligations.”

**2. Term** The Consultant shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing.

**3. Payment** A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below<sup>2</sup>:

*[insert detailed list of payments specifying amount of each installment,*

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<sup>1</sup> Avoid use of “P.O. Box” address

<sup>2</sup> Fill in based on required outputs as described in Annex A (Terms of Reference) and Annex C (Reporting Requirements). Avoid front-loaded payments. Advance payments in contracts with firms require a bank guarantee for the same amount.

*deliverable/output for which the installment is paid and currency]*

C. Payment Conditions

Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

Payments shall be made to Consultant's bank account *[insert banking details. If payment by bank wire is not possible, prior Bank approval to apply cash payments option shall be obtained]*

**4. Project Administration**

A. Coordinator.

The Client designates Mr./Ms. *[insert name and job title]* as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

**5. Performance Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

**6. Inspections and Auditing**

The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Client and/or persons or auditors appointed by the Client to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Client (including without limitation s determination of ineligibility) in accordance with prevailing sanctions procedures.

**7. Confidentiality**

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

**8. Ownership of Material**

Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a

- copy of such documents and software<sup>3</sup>.
- 9. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project
- 10. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 11. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 12. Law Governing Contract and Language** The Contract shall be governed by the laws of Mauritius, and the language of the Contract shall be *English*.
- 13. Dispute Resolution<sup>4</sup>** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of Mauritius.
- 14. Termination** The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:
- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
  - (b) If the Consultant becomes insolvent or bankrupt;
  - (c) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.
  - (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- 15. Integrity Clause** The Consultant shall take steps to ensure that no person acting for it or on its behalf will engage in any type of fraud and corruption during the contract execution.

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<sup>3</sup> Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 8.

<sup>4</sup> In case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 13: "Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."

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

FOR THE CLIENT

FOR THE CONSULTANT

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**LIST OF ANNEXES**

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Personnel and corresponding unit rates

Annex C: Consultant's Reporting Obligations

