



**Ministry of Environment, Solid Waste Management
and Climate Change
(Environment and Climate Change Division)**

**Request for Proposals
for**

**Consultancy Services for GHG Emissions Energy Sector -
Energy Use Industries (CBIT Projects)**

**Invitation for proposals through
Open Advertised Bidding**

Procurement Reference No:ENV/23-24/Q72/eRFP

eProcurement Reference: ENVIRONMENT/IFB/2023/1182

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Online Tendering

The Installation, Commissioning and Operational Acceptance of the e-Procurement System of the Republic of Mauritius has been achieved since 31 July 2017.

The e-Procurement System allows for invitation for bids, downloading of bidding documents, request for clarification from suppliers, response to clarification and issue of addendum, submission of bids, closing of bids, bid opening, evaluation of bids and award of contract to be done online.

The process for Challenge and Review shall continue to be offline for some time.

Suppliers are hereby advised that it is a mandatory condition to have a digital certificate issued by a Certifying Authority licensed by the Republic of Mauritius to respond to any Invitation for Bid on the e-Procurement System. Further information may be obtained from the Supplier's User Guide attached to this bidding document.

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PART I

Section 1. Request for Proposal Letter -Consulting Services

Name of Assignment: Consultancy Services for GHG Emissions Energy Sector -Energy Use Industries (CBIT Project)

RFP Reference No.: ENV/23-24/Q72/eRFP

Country: Republic of Mauritius

Date: December 2023

The **Ministry of Environment, Solid Waste Management and Climate Change (Environment and Climate Change Division)** invites proposals from **Consultant or Consultancy Firms** to provide the following consulting services (hereinafter called "Services"): **Consultancy Services for GHG Emissions Energy Sector -Energy Use Industries (CBIT Project)**

1. More details on the Services are provided in the Terms of Reference (Section 5).
2. A firm will be selected under **Quality and Cost Based Selection (QCBS)** Method procedures and in **Full Technical Proposal (FTP)** format as described in this RFP.

The RFP includes the following documents:

- Section 1 – Request for Proposals Letter
- Section 2 - Instructions to Consultants and Data Sheet
- Section 3 - Technical Proposal FTP - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 - Terms of Reference
- Section 6 - Standard Forms of Contract - Lump-Sum

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Section 2. Instructions to Consultants and Data Sheet

Instructions to Consultants

A. General Provisions

1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Mauritius.
- (c) “Client” means the public body that signs the Contract for the Services with the selected Consultant.
- (d) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (e) “Contract” means a legally binding written agreement signed between the Client and the Consultant. It includes either the Sample Contract or a GCC and SCC, and all the attached documents listed in its Clause 1. and the Appendices).
- (f) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (g) “Day” means a calendar day
- (h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (i) “Government” means the Republic of Mauritius.
- (j) “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
- (k) “Joint Venture (JV)” means an association with or

without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

- (l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (m) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- (n) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (o) “PPO” means the Procurement Policy Office of Mauritius
- (p) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (q) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SBD - RFP.
- (r) “SBD - RFP” means the Standard Bidding Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (s) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (t) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.

- (u) “Terms of Reference (TORs)” (this Section 5 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

- 2.1 The Client named in the **Data Sheet** intends to select a Consultant in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The **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 negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense. Consultants should contact the Client’s representative named in the **Data Sheet** using the feature of request for clarification online 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.
- 2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

- 3.1 The Government of Mauritius requires Consultants to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to

disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Procurement Policy Office.

3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting Activities

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting Assignments

(ii) Conflict among consulting assignments: a Consultant (including its Experts 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 for the same or for another Client.

c. Conflicting Relationships

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client, or of implementing agency who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may 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.

- 4. Unfair Competitive Advantage**
- 4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
- 5. Fraud and Corruption**
- 5.1 It is the policy of the Government of Mauritius to require Public Bodies, as well as consultants, their agents (whether declared or not), affiliates, personnel, sub-contractors, sub-consultants, service providers and suppliers observe the highest standard of ethics during the selection and execution of contracts.¹ In pursuance to this policy, the Client:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;
- (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 obligation³;
- (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 party⁴;
- (iv) “coercive practices” is impairing or

¹ 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.

² “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.

³ 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.

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

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 party⁵;

- (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 the Client’s 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, 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^b, sub-contractor, supplier, or service provider of an otherwise eligible firm being awarded a public contract.

5.2 In further pursuance of this policy, Consultants shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers,

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

^b 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.

suppliers, and their personnel, to permit the Client to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Client.

- 5.3 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.
- 5.4 Consultants shall furnish information on commission 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 required in the Financial Proposal submission form (Section 4).
- 5.5 The Clients 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 Clients 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.

6. Eligibility

- 6.1 (a) Consultants participating in this selection process shall ascertain that they satisfy the eligibility criteria mentioned hereunder.
- (b) Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements in this selection process.
- 6.2 (a) In accordance with Construction Industry Development Act 2008, Consultants currently operating in the construction sector have the statutory obligation to be registered with the Construction Industry

Development Board (CIDB) accordingly.

(b) Subject to paragraph (e), 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.

(c) 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.

(d) Sub-consultants undertaking assignments on behalf of main consultants are also subject to registration as applicable to consultants.

(e) Paragraph (b) shall not apply to Consultants who have been providing consultancy services during the last 10 years, preceding 01 March 2017 in the CONSTRUCTION INDUSTRY; and where at least two thirds, or such other percentage as may be prescribed, of the total number of their employees are citizens of Mauritius.

(f) A Foreign consultant referred to in paragraph (e) shall, for the purpose of registration, make an application with the CIDB and obtain a valid registration certificate prior to bidding for this project

(g) Consultants are strongly advised to consult the website of the CIDB cidb.govmu.org for further details concerning registration of consultants.

6.3 The Client permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to participate in this selection process **unless otherwise stated in the Data Sheet.**

6.4 As an exception to the foregoing ITC 6.1 and ITC 6.3 above:

- a. Sanctions**
- (a) A Consultant that is under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.
- (b) Proposals from consultants appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.
- Links for checking the ineligibility lists are available on the PPO's website: *ppo.govmu.org*.
- (c) Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- b. Prohibitions**
- 6.4.1 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in ITC 6.1 and if the Republic of Mauritius:
- (a) as a matter of law or official regulations, prohibits commercial relations with that country, or
- (b) 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, prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- c. Restrictions for State-Owned Enterprises**
- 6.4.2 State-owned enterprises or institutions in the Mauritius may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Client, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.
- d. Restrictions for Public Employees**
- 6.4.3 Government officials and civil servants of the Republic of Mauritius are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless:

- (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and
- (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Client.

B. Preparation of Proposals

- | | |
|--|---|
| 7. General Considerations | 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal. |
| 8. Cost of Preparation of Proposal | 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. 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 Consultant. |
| 9. Language | 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client shall be written in English. |
| 10. Documents Comprising the Proposal | <p>10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>10.2 If specified in the Data Sheet, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).</p> <p>10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).</p> |
| 11. Only One Proposal | 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another |

Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

**12. Proposal
Validity**

12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and the Consultant may be subject to sanctions in accordance with ITC 5.

**a. Extension of
Validity Period**

12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request through e-mail, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

**b. Substitution of
Key Experts at
Validity
Extension**

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution

request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole of the Services.

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline, using the online clarifications feature available in the e-Procurement System. The Client will endeavor to respond online to any request for clarification no later than 7 days prior to the dead line for submission of bids (bid preparation and hash submission), provided that such request is received no later than fourteen (14) days prior to the deadline for submission of bids. The e-Procurement System shall alert all those who have downloaded the Bidding Documents in case of Invitation for Proposals through open advertised bidding or the shortlisted consultants where the RFP follows a shortlisting of consultants, of any clarification issued by the Client. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment online.

13.1.1 Any amendment issued shall be part of the Request for Proposal Documents. All those who have downloaded the bidding documents or been shortlisted shall be alerted by the e-Procurement System.

13.1.2 Consultants shall acknowledge receipt of all amendments online. 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.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 Consultants may associate with each other in the form of a joint venture or of a sub-consultancy agreement to complement their respective areas of expertise, strengthen the technical responsiveness of their proposals and make available bigger pools of experts, provide better approaches and methodologies.

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.

The Client encourages association with qualified national firms.

14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

- 15. Technical Proposal Format and Content**
- 15.1 The Technical Proposal shall be prepared using the templates referred to in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet**. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.
- 15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the specific template referred to in Section 3 of the RFP.
- 16. Financial Proposal**
- 16.1 (a) The Financial Proposal shall be prepared using the template referred to in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.
- (b) The Bid Prices quoted in the Financial Forms shall be without VAT on the remunerations.
- a. Price Adjustment**
- 16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.
- b. Taxes**
- 16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract as stated in the **Data Sheet**. Information on taxes in the Client's country is available from the Mauritius Revenue Authority at the contact details provided in the Data Sheet.
- c. Currency of Proposal**
- 16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.
- d. Currency of Payment**
- 16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

- 17.1 The Consultant shall submit online a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information.
- 17.2 The online submission shall be digitally signed by an authorized representative of the Consultant. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal or as otherwise specified in the **Data Sheet**.
- 17.2.1 A Proposal submitted by a Joint Venture shall be signed online by an authorized representative who has a written power of attorney signed by each member’s authorized representative. The authorization document should also accompany the Technical Submission online.
- 17.3 Bidders shall follow the Guidelines provided for online submission.
- 17.4 No proposal submitted physically shall be accepted, except for and if so specified in the **Data Sheet**, items such as bulky documents and drawings which are not available in soft copies or may not be scanned for submission online.
- 17.5 (a) Any bulky document where so allowed by the Client to be submitted manually as per ITC 17.4 shall not contain any price as all prices are to be submitted online using the appropriate templates. Envelope or parcels containing these envelopes shall bear the name and address of the Consultant, and bear a warning not to be opened before the set date and time for the online bid closing.
- (b) This parcel must be sent to the address indicated and received by the Client no later than the deadline specified in the **Data Sheet sub-clause ITC 19.1**, or any extension to this deadline. Any parcel received by the Client after the deadline shall be declared late and

rejected, and promptly returned unopened.

- 18. Confidentiality**
- 18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.
- 18.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the disqualification by the Procurement Policy Office of Mauritius.
- 18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it shall do so only in writing.
- 19. Deadline for submission of Proposals**
- 19.1 Submission of Proposals (Bid preparation and hash submission) must be executed online before the end date and time specified for Bid preparation and hash submission in the **Data Sheet** or any extension to this date in accordance with ITC 13. Bulky documents where so allowed should reach the Client at latest by the same date and time at the address indicated in the **Data Sheet**
- 20. Modifications, Substitutions, and Withdrawal**
- 20.1 Since the e-Procurement System allows modifications/substitutions of proposal Data and attachments by the Consultants up to the last date and time of bid preparation and hash submission, Consultants are allowed to rework on their proposals as many times as required. However, after the deadline set for the bid preparation and hash submission, the Time-lock feature of the e-Procurement system will not allow Consultants to modify/substitute their proposal data and attachments in any way.
- 20.2 For further guidance on withdrawal, substitution and modification, Bidders are requested to refer to the

Guidelines for Suppliers.

- 20.3 A Consultant may withdraw, substitute or modify its proposal any time prior to the deadline set for bid preparation and hash submission (bid submission).
- 21. Decryption and Re-encryption of proposals**
- 21.1 After the closing time for submission of proposals, Consultants shall decrypt and re-encrypt their proposals within the time schedule provided in the **Data Sheet** to enable opening of their proposals. The time lock feature in the system will not allow consultants to decrypt and encrypt their bids outside the specified time frame.
- 21.2 Where the Consultant does not execute the decryption and re-encryption of its proposal within the time frame provided in the Activity Schedules, the proposal shall not be accessible for opening. In such cases the proposal shall be deemed to have been withdrawn by the Consultant.
- 22. Opening of Technical Proposals**
- 22.1 The Client's Bid Opening Committee shall conduct the opening of the Technical Proposals online in the presence of the Consultants' authorized representatives who choose to attend. The opening date, time and the address are stated in the **Data Sheet**. The Financial Proposal shall remain secured in the e-Procurement System until they are opened in accordance with ITC 25.
- 22.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; and (ii) any other information deemed appropriate or as indicated in the **Data Sheet**.
- 23. Proposals Evaluation**
- 23.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 23.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
- 24. Evaluation of**
- 24.1 The Client's Evaluation Committee shall evaluate the

- Technical Proposals**
- Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.
- 25. Financial Proposals for QBS**
- 25.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.
- 25.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee.
- 26. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)**
- 26.1 After the technical evaluation is completed, the Client shall through the e-procurement system notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:
- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
 - (ii) provide information relating to the Consultant's overall technical score; and
 - (iii) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.
- 26.2 The Client shall simultaneously notify through the e-Procurement System those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:
- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
 - (ii) provide information relating to the Consultant's overall technical score.

- (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and
- (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

26.3 The opening date should allow the Consultants sufficient time to make arrangements for attending the opening and shall be no less than seven (7) Business Days from the date of notification of the results of the technical evaluation, described in ITC 26.1 and 26.2.

26.4 The Consultant's attendance at the opening of the Financial Proposals (in person) is optional and is at the Consultant's choice.

26.5 The Financial Proposals shall be opened online by the client's Bid Opening Committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. At the opening, the names of the Consultants, and the overall technical scores shall be read out. The Financial Proposals shall be then opened, and the total prices read out and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

27. Correction of Errors 27.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts 27.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial

Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

- b. Lump-Sum Contracts** 27.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, inclusive of taxes except for VAT on the remunerations understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.
- 28. Taxes** 28.1 The Client's evaluation of the Consultant's Financial Proposal shall include taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.
- 29. Conversion to Single Currency** 29.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.
- 30. Combined Quality and Cost Evaluation**
- a. Quality and Cost-Based Selection (QCBS)** 30.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.
- b. Fixed-Budget Selection (FBS)** 30.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** shall be rejected.
- 30.3 The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget

indicated in the RFP, and invite such Consultant to negotiate the Contract.

c. Least-Cost Selection

30.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a Consultant to negotiate the Contract.

D. Negotiations and Award

31. Negotiations

31.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

31.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availability of Key Experts

31.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

31.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical Negotiations

31.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest

the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial Negotiations

31.6 The negotiations include the clarification of the Consultant's tax liability in Mauritius and how it should be reflected in the Contract.

31.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

31.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

32. Conclusion of Negotiations

32.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

32.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

33. Challenge and Review

33.1(a) The Contract shall be awarded not earlier than the expiry of the stand still period of 7 days for contract above the prescribed threshold of RS 15million excluding VAT.

18. For contract not exceeding the prescribed threshold, the Client shall issue the Letter of Acceptance.

34. Notice of Intention to Award

34.1 When a standstill period applies, it shall commence when the Client has transmitted to each Consultant whose financial proposal was opened, the Notification of Intention to Award the Contract to the successful

Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Consultant with whom the client successfully negotiated a contract;
- (b) the contract price of the successful Proposal;
- (c) the names of all consultants that submitted Proposals;
- (d) the final combined scores and the final ranking of the Consultants; and
- (e) the expiry date of the standstill period of seven days.

35. Award of Contract

35.1 In the absence of a challenge by any other Consultant within the 7 days of notice under ITC 30.1 (a) the Contract shall be awarded to the selected Consultant.

35.2 Within seven days from the issue of Letter of Award, the Client shall publish on the Public Procurement Portal (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 ITC 30.1 (a).

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

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

36. Debriefing by the Client

36.1 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.

Section 2. Instructions to Consultants

E. Data Sheet

ITC Reference	A. General
2.1	<p>Name of the Client: Ministry of Environment, Solid Waste Management and Climate Change (Environment and Climate Change Division)</p> <p>Bidding Method: Request for Proposals / Open Advertised Bidding</p> <p>Method of selection: Quality and Cost Based Selection (QCBS)</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal in separate sealed envelope clearly marked Financial & Technical.</p> <p>Yes (<u>on line bidding</u>)</p> <p>The name of the assignment is:</p> <p>Consultancy Services for GHG Emissions Energy Sector - Energy Use Industries (CBIT Projects)</p> <p>Procurement Reference: ENV/23-24/Q72/eRFP</p> <p>E-Procurement Reference No: ENVIRONMENT/IFB/2023/1182</p>
2.3	A pre-proposal conference will be held: No
2.4	The Client will provide the following inputs and facilities: No specific inputs or facilities except for information available with the Client related to the assignment.
4.1	Not Applicable
6.2	The Client shall not consider a proposal from a Consultant who do not satisfy the registration requirements as spelt out in this clause.- Not Applicable
6.3	<p>The Client shall not consider proposals from debarred Consulting firms and individuals, including joint ventures and their individual members.</p> <p>A list of debarred firms and individuals is available at the World Bank's external website: www.worldbank.org/debarr</p>

B. Preparation of Proposals	
10.1	<p>The Proposal shall be submitted online and should comprise the following:</p> <p>(a) <u>FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>(1) TECH-1 (2) TECH-2 (3) TECH-3 (4) TECH-4 (5) TECH-5 (6) TECH-6</p> <p>(7) TECH-7 Code of Conduct (ESHS) [<i>The Consultant shall submit the Code of Conduct that will apply to the Consultant's Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice. In addition, the Bidder shall submit an outline of how this Code of Conduct will be implemented. The successful Consultant shall be required to implement the agreed Code of Conduct upon contract award.</i>]</p> <p>(b) Envelope with the Financial Proposal:</p> <p>(1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Statement of Undertaking</p>
10.2	Statement of Undertaking is required.
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</p> <p>No</p>
12.1	Proposals must remain valid for 90 days as from the date for submission proposals.

13.1	Clarifications may be requested online on ePS not later than fourteen (14) days prior to the submission deadline. The Employer will respond online to any request for clarifications within seven (7) days . Email address: secretariatdbc-env@govmu.org
14.1.2	The estimated number of professional staff-months required for the assignment is: 100 man-days inputs (spanned till March 2025)
14.1.3	Not Applicable
15.1	The Technical Proposal shall also comprise the documents listed hereunder: None
15.2	The format of the Technical Proposal to be submitted is: Full Technical Proposal Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.1	The Consultant shall include the items mentioned hereunder in its Lump sum price. <ol style="list-style-type: none">(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;(2) cost of travel by the most appropriate means of transport and the most direct practicable route;(3) cost of office accommodation, including overheads and back-stop support;(4) communications costs;(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;(6) cost of reports production (including printing) and delivering to the Client;(7) other allowances where applicable and provisional or fixed sums (if any)](8) cost of such further items required for purposes of the Services not covered in the foregoing.

16.2	A price adjustment provision applies to remuneration rates: No
16.3	<p>(a) No tax exemption is applicable to Consultants.</p> <p>Consultants are hereby informed that the Client may deduct the taxes payable at source, and retain or effect payment for VAT where applicable on behalf of the Consultant directly to the Mauritius Revenue Authority. Consultants, other than Mauritian nationalities, are therefore advised to contact the MRA for further details prior to submitting their proposals.</p> <p>The contact details for taxes payable are:</p> <p>Mauritius Revenue Authority Ehram Court, Cnr Mgr. Gonin & Sir Virgil Naz Streets Port Louis Republic of Mauritius. Tel: +230 207 6000 Fax: +230 207 6053 Email: largetaxpayer@mra.mu Website: http://mra.mu</p> <p>(b) As an exception to the above, the Client shall reimburse the Consultant, the Sub-consultants and the Experts any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <p>(i) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</p> <p>(ii) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <ul style="list-style-type: none"> • the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and • if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the

	property in question was brought into the Client's country.
16.4	The Financial Proposal shall be stated in the following currencies: Consultants to state all cost in Mauritian Rupees (MUR) .
C. Submission, Opening and Evaluation	
17.2	No written evidence is required.
17.4	Consultants shall submit their proposals online electronically.
19.1	Consultants shall complete the preparation of proposals and hash submission on line before the start Date and Time for Bid closing of proposals. Closing of Proposal Start Date and Time (Mauritian): <i>As per Key Activity Schedule</i> End Date and Time (Mauritian): <i>As per Key Activity Schedule</i>
21.1	Decryption and re-encryption of Proposals Consultants shall decrypt and re-encrypt their proposals (as explained in the Guideline) within the time frame indicated hereunder: Start Date and Time (Mauritian): <i>As per Key Activity Schedule</i> End Date and Time (Mauritian): <i>As per Key Activity Schedule</i>
22.1	The opening of Technical shall take place at: Opening of Proposals Start Date and Time (Mauritian): <i>As per Key Activity Schedule</i> End Date and Time (Mauritian): <i>As per Key Activity Schedule</i>
22.2	Technical Proposal shall be opened on e-Procurement system.

<p>24.1</p>	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <p style="text-align: right;"><u>Points</u></p> <p>(i) Specific experience of the Consultant (as a firm) relevant to the Assignment: (10)</p> <p>(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs) (30)</p> <p>(iii) Key professional staff qualifications and competence for the Assignment: (50)</p> <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;"> <tr> <td style="width: 80%;">1) General qualifications (general education, training, and experience)</td> <td style="text-align: right;">[20%]</td> </tr> <tr> <td>2) Adequacy for the Assignment(relevant education, training, experience in the sector/similar assignment)</td> <td style="text-align: right;">Approx. [60%]</td> </tr> <tr> <td>3) Relevant experience in region</td> <td style="text-align: right;">Approx. [20%]</td> </tr> <tr> <td style="text-align: right;">Total weight:</td> <td style="text-align: right;">100%</td> </tr> </table> <p>(iv) Transfer of knowledge (training) program (relevance of approach and methodology)</p> <p>Total points for criterion (iv): (10)</p> <p>Total points for the five criteria: 100</p> <p>The minimum technical score St required to pass is: 70 Points</p> <p><i>The Detailed Evaluation Criteria has been provided at Annex A at the end of this section.</i></p>	1) General qualifications (general education, training, and experience)	[20%]	2) Adequacy for the Assignment(relevant education, training, experience in the sector/similar assignment)	Approx. [60%]	3) Relevant experience in region	Approx. [20%]	Total weight:	100%
1) General qualifications (general education, training, and experience)	[20%]								
2) Adequacy for the Assignment(relevant education, training, experience in the sector/similar assignment)	Approx. [60%]								
3) Relevant experience in region	Approx. [20%]								
Total weight:	100%								
	<p>Public Opening of Financial Proposals</p>								
<p>26.5</p>	<p>Following the completion of the evaluation of the Technical Proposals, the Client will notify all Consultants of the location, date and time of the public opening of Financial Proposals.</p> <p>Any interested party who wishes to attend this public opening should contact the Secretary Departmental Bid Committee, 6th Floor, Ken Lee Tower, Corner Barracks and St Georges Streets, Port Louis Republic of Mauritius (Tel: +230 203 6200, Fax: +230 212 9407 email: secretariatdbc-env@govmu.org) and request to be notified of the location, date and time of the public opening of Financial Proposals. The</p>								

	<p>request should be made before the deadline for submission of Proposals, stated above.</p> <p>Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available.</p>
<p>28.1</p>	<p>For the purpose of the evaluation, the Client will include (a) all local identifiable indirect taxes such as import duties and similar taxes levied on the contract's invoices except for the VAT; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>
<p>30.1 (QCBS only)</p>	<p>The highest evaluated Technical Proposal (T_m) is given the maximum technical score (S_t) of 100.</p> <p>The formula for determining the technical scores (S_t) of all other Proposals is calculated as follows:</p> <p>$S_t = 100 \times T/T_m$, in which</p> <p>“S_t” is the technical score</p> <p>“T_m” is the highest score, and</p> <p>“T” is the score of the technical under consideration</p> <p>The lowest evaluated Financial Proposal (F_m) is given the maximum financial score (S_f) of 100.</p> <p>The formula for determining the financial scores (S_f) of all other Proposals is calculated as follows:</p> <p>$S_f = 100 \times F_m/F$, in which “S_f” is the financial score, “F_m” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 0.8, and</p> <p>P = 0.2</p> <p>Proposals are ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = S_t \times T + S_f \times P$.</p>

D. Negotiations and Award	
31.1	Expected date and address for contract negotiations: To be notified by the client, if required.
35.2	The publication of the contract award information will be done as follows on the website of the Ministry and PPO (i) <u>environment.govmu.org</u> (ii) <u>ppo.govmu.org</u>
35.4	Expected date for the commencement of the Services: To be mutually agreed by both the Client and the Consultant

Detailed Evaluation Criteria ANNEX A

Criteria (i) - Specific experience of the Consultant (as a firm/ individual) relevant to the Assignment (10 Points).

Criteria	Points
Specific Experience (10 points)	
No experience in GHG emissions/inventories estimates in the Energy Sector	0
Up to 5 years of experience in GHG emissions/inventories estimates in the Energy Sector	7
Over 5 years of experience in GHG emissions/inventories estimates in the Energy Sector	10

Criteria (ii) - Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TOR) (30 Points)

1	<i>Technical Approach and Methodology</i>			
	<i>No/Poor Description</i>	<i>Good Description</i>	<i>Very Good Description</i>	<i>Excellent Description</i>
(a)	Description of proposed methodology in response to the Terms of Reference inclusive of all tasks listed.			
	0	7	10	15

2		Work plan			
		No/Poor Description	Good Description	Very Good Description	Excellent Description
(a)	Description of work plan with realistic timeframe inclusive of all outputs and deliverables required.	0	7	10	15

Criteria (iii) - Key Professional Staff qualifications & competence (50 points)

Criteria		Points	
1-General Qualifications – 20% (10 points)			
Master's degree or equivalent as in industrial, chemical and/or environmental engineering, energy science, climate change, natural resource management or any relevant qualification in related field.		10	
2-Adequacy for the Assignment – 60 % (30 points)			
<i>2(a)-General Experience -Approx. 60% (18 points) - as per signed CV</i>			
Has worked on up to <u>2</u> similar assignment(s) of similar nature (GHG emissions/inventories estimates in the Energy Sector). Documentary evidence(s) of previous works to be provided.		10	
Has worked on <u>≥2</u> similar assignment(s) of similar nature (GHG emissions/inventories estimates in the Energy Sector). Documentary evidence(s) of previous works to be provided.		18	
<i>2(b)-Skills -Approx. 40% (12 points)</i>			
		<i>No</i>	<i>Yes</i>
2.2.1	Abilities to work effectively with government representatives, international consultants, development partners and other stakeholders.	0	5
2.2.2	Good analytical and communication skills, including the ability to draft and to articulate ideas in a clear and concise manner.	0	3

2.2.3	Good interpersonal skills and ability to work well in a team whilst also having the capacity and initiative to work independently.	0	2	
2.2.4	Highly developed oral and written communications skills with excellent writing skills in English.	0	2	
3-Experience in region - 20 % (10 points)				
		<i>Demonstrated poor or no ability</i>	<i>Demonstrated good ability</i>	<i>Demonstrated excellent ability</i>
3.1	Experience of working in Small Island Developing States (SIDs).	0	3	6
3.2	Experience of working in Developing Countries.	0	2	4

Criteria (iv) - Transfer of knowledge (training) program (relevance of approach and methodology) (10 points)

		<i>Poor/ No Description</i>	<i>Good Description</i>	<i>Very Good Description</i>	<i>Excellent Description</i>
1	Methodology for transfer of knowledge (capacity building workshops and/or hands-on/field trainings, where applicable) to stakeholders.	0	3	4	5
2	Proposed approach used for transfer of knowledge to stakeholders.	0	3	4	5

Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

Consultants are advised that the e-Procurement System provides templates for online submission of their proposals for TECH – 1 to TECH – 7. Data in respect of TECH 1 has to be filled in directly in the grid templates provided in the e-Procurement system (e-PS). For the other forms, they shall prepare their submissions as per the format contained hereunder and upload them in the system through templates provided specifically for each of the form.

CHECKLIST OF REQUIRED FORMS

Required for FTP or STP ✓		FORM	DESCRIPTION	Page Limit
FTP	STP			
✓		TECH-1	Technical Proposal Submission Form.	
	✓ If applicable	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
	✓ If applicable	Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
✓		TECH-2	Consultant's Organization and Experience.	
✓		TECH-2A	A. Consultant's Organization	
✓		TECH-2B	B. Consultant's Experience	
✓		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
✓		TECH-3A	A. On the Terms of Reference	
✓		TECH-3B	B. On the Counterpart Staff and Facilities	
✓		TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
✓		TECH-5	Work Schedule and Planning for Deliverables	
✓		TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM

CONSULTANTS HAVE TO FILL IN THEIR DATA IN RESPECT OF TECH – 1 DIRECTLY ONLINE IN THE TEMPLATE PROVIDED IN THE SYSTEM.

FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY) – CONSULTANT’S ORGANIZATION AND EXPERIENCE

CONSULTANTS SHALL PREPARE THEIR SUBMISSION AS PER GUIDANCE HEREUNDER IN SOFT COPY AND UPLOAD THEM IN THE TEMPLATE TECH – 2 PROVIDED IN THE SYSTEM.

A brief description of the Consultant’s organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant’s Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant’s role/involvement.

A - Consultant’s Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership
3. Any other information that may be required by the client as specified in the Data sheet or Section 3. Technical Proposal- Standard Forms.

B - Consultant’s Experience

1. List only previous similar assignments successfully completed in the last years: **Refer to Terms of Reference: Para. 9.0-Qualifications and Experience.**
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.
3. Any other information that may be required by the Client as specified in the Data Sheet or Section 3. Technical Proposal – Standard Forms.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{e.g., Ministry of, country }	{e.g., US\$1 mill/US\$0.5 mill }	{e.g., Lead partner in a JV A&B&C }
{e.g., Jan-May 2008 }	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country }	{e.g., US\$0.2 mil/US\$0.2 mil }	{e.g., sole Consultant }

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

CONSULTANTS SHALL PREPARE THEIR SUBMISSION AS PER GUIDANCE HEREUNDER IN SOFT COPY AND UPLOAD THEM IN THE TEMPLATE TECH – 3 PROVIDED IN THE SYSTEM

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

Comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{improvements to the Terms of Reference, if any }

B - On Counterpart Staff and Facilities

{comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any }

**FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)
DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN
RESPONDING TO THE TERMS OF REFERENCE**

CONSULTANTS SHALL PREPARE THEIR SUBMISSION AS PER GUIDANCE HEREUNDER IN SOFT COPY AND UPLOAD THEM IN THE TEMPLATE TECH – 4 PROVIDED IN THE SYSTEM

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of consultant’s Technical Proposal (in FTP format):

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

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks [Note to client: add the following for supervision of civil works contracts: to deliver the expected output(s), and the degree of detail of such output. **Please do not repeat/copy the TORs in here.** }
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form. }
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff. }

FORM TECH-4 (FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY) - NOT APPLICABLE
DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

CONSULTANTS SHALL PREPARE THEIR SUBMISSION AS PER GUIDANCE HEREUNDER IN SOFT COPY AND UPLOAD THEM IN THE TEMPLATE TECH – 4 PROVIDED IN THE SYSTEM

Form TECH-4: a description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal:

- a) **Technical Approach, Methodology, and Organization of the Consultant's team.**
{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. **Please do not repeat/copy the TORs in here.**}
- b) **Work Plan and Staffing.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Comments (on the TOR and on counterpart staff and facilities)**
{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

FORM TECH-5 FOR FTP

CONSULTANTS SHALL PREPARE THEIR SUBMISSION AS PER GUIDANCE HEREUNDER IN SOFT COPY AND UPLOAD THEM IN THE TEMPLATE TECH – 5 PROVIDED IN THE SYSTEM

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months												
		1	2	3	4	5	6	7	8	9	n	TOTAL	
D-1	{e.g., Deliverable #1: Report A													
	1) data collection													
	2) drafting													
	3) inception report													
	4) incorporating comments													
	5) delivery of final report to Client}													
D-2	{e.g., Deliverable #2:.....}													

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
- 3 Include a legend, if necessary, to help read the chart.

FORM TECH-6 FOR FTP

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

CONSULTANTS SHALL PREPARE THEIR SUBMISSION AS PER GUIDANCE HEREUNDER IN SOFT COPY AND UPLOAD THEM IN THE TEMPLATE TECH – 6 PROVIDED IN THE SYSTEM

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3	D-...			Home	Field	Total
KEY EXPERTS															
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]		[1.0]		[1.0]							
			[Field]	[0.5 m]		[2.5]		[0]							
K-2															
K-3															
n															
											Subtotal				
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												
N-2															
n															
											Subtotal				
											Total				

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.



 Full time input
 Part time input

Table B: CURRICULUM VITAE

CONSULTANTS SHALL PREPARE THEIR SUBMISSION AS PER GUIDANCE HEREUNDER IN SOFT COPY AND UPLOAD THEM IN THE TEMPLATE TECH – 6 PROVIDED IN THE SYSTEM FOR THE CV OF EACH KEY EXPERT.

CURRICULUM VITAE (CV)

Position Title and No.	{ e.g., K-1, TEAM LEADER }
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
{e.g., May 2005-present}	{e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister}		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant’s Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	Name of assigned company
	Year
	Location
	Client

Expert’s contact information : (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

{ day/month/year }

Name of Expert

Signature

Date

{ day/month/year }

Name of authorized
Representative of the Consultant
(the same who signs the Proposal)

Signature

Date

FORM TECH-7

[Note to Client: include this requirement for supervision of civil works contracts.]

CONSULTANTS SHALL PREPARE THEIR SUBMISSION AS PER GUIDANCE HEREUNDER IN SOFT COPY AND UPLOAD THEM IN THE TEMPLATE TECH – 7 PROVIDED IN THE SYSTEM

Code of Conduct Environmental, Social, Health and Safety (ESHS)

The Consultant shall submit the Code of Conduct that will apply to the Consultant's Key Experts and Non-Key Experts, to ensure compliance with good Environmental, Social, Health and Safety (ESHS) practice as may be more fully described in the following:

1. *[the Terms of Reference described in Section 7];*
2. *[Environmental and Social Impact Assessment (ESIA)];*
3. *[Environmental and Social Management Plan (ESMP)];*
4. *[Consent Conditions (regulatory authority conditions attached to any permits or approvals for the project)]; and*
5. *[specify any other relevant document/s]*

Section 4. Financial Proposal - Standard Forms

CONSULTANTS ARE ADVISED THAT THE E-PROCUREMENT SYSTEM PROVIDES TEMPLATES FOR ONLINE SUBMISSION OF THEIR PROPOSALS FOR FIN – 1 TO FIN – 4. DATA IN RESPECT OF FIN – 1 TO FIN -4 HAVE TO BE FILLED IN DIRECTLY IN THE GRID TEMPLATES PROVIDED IN THE SYSTEM.

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method
- FIN-4 Reimbursable expenses

FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM

CONSULTANTS HAVE TO FILL IN THEIR DATA IN RESPECT OF FIN – 1 DIRECTLY ONLINE IN THE TEMPLATE PROVIDED FOR.

FORM FIN-2: SUMMARY OF COSTS

TO BE CUSTOMISED WITH THE RELEVANT DETAILS AND FORWARDED IN SOFT COPY ONLINE WITH THE TECHNICAL SUBMISSION

FORM FIN-2 SUMMARY OF COSTS

When filling data in the templates on the e-Procurement system, Consultants should choose one and the same currency for each Foreign Currency 1, 2 and 3 throughout. Where any of the four currencies has not been used, please insert 0 in the cell for the system to compute the total and to carry forward the costs in FORM FIN-1.

	Currency # 1	Currency # 2	Currency # 3	Mauritian Rupees
Item	Costs indicate Foreign Currency # 1	Costs indicate Foreign Currency # 2	Costs indicate Foreign Currency # 3	Costs indicate Mauritian Rupees
Cost of Remuneration (total brought from Form – Fin 3)				
Cost of Reimbursables (total brought from Form – Fin 4)				

Note: Bid Price quoted for consultancy services shall be without VAT on the remunerations as per ITC 16.

FORM FIN – 3: BREAKDOWN OF REMUNERATION

CONSULTANTS HAVE TO FILL IN THEIR DATA IN RESPECT OF FIN – 3 DIRECTLY ONLINE IN THE TEMPLATE PROVIDED FOR

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts.

Consultants will be provided with sufficient rows and forms to fill in the data for each Key expert and non-key expert to fill in the input in months per deliverable, the rate per month per deliverable indicating field/office separately for each resource person. Consultant may opt to use one form for a specific phase of the work separately, where so required.

Price Details														
Total Price in Foreign Currency 1:														
Total Price in Foreign Currency 2:														
Total Price in Foreign Currency 3:														
Total Price in Mauritian Rupees:														
Serial No		Group of Activities (Phase)			Total Price in Foreign Currency 1			Total Price in Foreign Currency 2			Total Price in Foreign Currency 3		Total price in Mauritian Rupees	
1					0.00			0.00			0.00		0.00	
Serial No.	Name	Position as in TECH- 6	Work site	Time input in Person/ Month (from TECH-6)	Person-Month Remuneration Rate in Foreign Currency # 1	Amount In Foreign Currency # 1	Person-Month Remuneration Rate in Foreign Currency # 2	Amount In Foreign Currency # 2	Person-Month Remuneration Rate in Foreign Currency # 3	Amount In Foreign Currency # 3	Person-Month Remuneration Rate in Mauritian Rupees	Amount In Mauritian Rupees		
1			Home Field											
2														

Notes for filling Data online:

- 1. When filling data in the templates on the e-Procurement System Consultants should choose one and the same currency for each Foreign Currency 1, 2 and 3 throughout.***
 - 2. The Bid Prices quoted shall be without VAT on remunerations.***
-

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

1. Review of Remuneration Rates

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3. At the negotiations the firm shall be prepared to disclose its 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. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4. Rate details are discussed below:
 - (i) Salary is the gross regular cash salary or fee 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) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. 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 Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
 - (iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

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

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

- (v) Overheads are the Consultant'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 (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel 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 Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) 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.

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

Sample Form

(To be customised with the relevant details and forwarded in soft copy online with the Technical Submission)

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts 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 Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

**Consultant's Representations Regarding Costs and Charges
(Model Form I)**

(Expressed in {insert name of currency*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour
Home Office									
Client's Country									

{ * If more than one currency is used, use additional table(s), one for each currency }

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

Form FIN-4 Breakdown of Reimbursable Expenses

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts.

Consultants will be provided with sufficient rows and forms to fill in the data per reimbursable, and use one form for a specific phase of the assignment separately where so required. The Client may include certain types of reimbursable expenses to obtain the rates applicable for those items. Consultants will insert other cost elements as appropriate to cover all their cost in this respect.

Price Details	
Total Price in Foreign Currency 1:	
Total Price in Foreign Currency 2:	
Total Price in Foreign Currency 3:	
Total Price in Mauritian Rupees:	

Serial No	Group of Activities (Phase)				Total Price in Foreign Currency 1	Total Price in Foreign Currency 2	Total Price in Foreign Currency 3			
1					0.00	0.00	0.00			
	Serial No.	Type of Reimbursable Expenses	Unit	Quantity	Unit Cost in Foreign Currency # 1	Amount In Foreign Currency # 1	Unit Cost in Foreign Currency # 2	Amount In Foreign Currency # 2	Unit Cost in Foreign Currency # 3	Amount In Foreign Currency # 3
	1									
	2									

Notes for filling Data online:

1. **When filling data in the templates on the e-Procurement System Consultants should choose one and the same currency for each Foreign Currency 1, 2 and 3 throughout.**
2. **The Bid Prices quoted shall be without VAT on remunerations.**

TERMS OF REFERENCE

**MINISTRY OF ENVIRONMENT, SOLID WASTE MANAGEMENT AND
CLIMATE CHANGE
(ENVIRONMENT AND CLIMATE CHANGE DIVISION)**

Terms of Reference for the Procurement of a Consultant/Service Provider for Component 1 (Output 1.1: Development of Tier 2 Emission Factors for Key Fuels) under the Project entitled “Strengthening the national greenhouse gas inventory of the Republic of Mauritius to improve climate reporting and transparency (Capacity Building Initiative for Transparency)”.

Consultancy Title	Consultant on GHG Emissions Energy Sector (Output 1.1) – Energy Use Industries
Location	Mauritius
Type of Contract	Consultant or Consultancy Firm
Selection Method	Quality Cost Based Selection (QCBS)
Language Required	English
Duration of Contract	100 days with the work completed by 31 March 2025

1.0 BACKGROUND

The Republic of Mauritius has signed and ratified the United Nations Framework Convention on Climate Change (UNFCCC) in 1992 and its Paris Agreement in 2016. Mauritius has completed its Third National Communication to the UNFCCC (TNC, 2016), its first Biennial Update Report (BUR-1, 2021) and has embarked on the preparation of its Fourth National Communication (FNC) in 2021. An updated Nationally Determined Contribution (NDC-2) has been submitted to the UNFCCC in 2021. The UNEP-GEF project, ‘*NAMAs for Low-Carbon Island Development Strategy*’, which is currently under implementation, intends to (i) strengthen national capability to identify, prioritise and develop mitigation actions to meet NDC targets; (ii) initiate implementation actions on renewable Energy targets; and (iii) set up an MRV framework to track and transparently report on NDC implementation for renewable energy actions.

As per Statistics Mauritius, in 2022, the total greenhouse gas emissions for the Republic of Mauritius stood at 5,642.2 Gigagramme Carbon Dioxide equivalents (Gg CO₂-eq), representing a contribution of 0.01% to the total global greenhouse gas emissions. The focus of this project is on the key mitigation sectors namely energy, transport, industrial processes

and product use, agriculture, waste as well as the forestry and other land use which act as sink.

Country Parties to the UNFCCC are required, in accordance with Article 13 of the Paris Agreement, to establish an Enhanced Transparency Framework for action and support, with built-in flexibility which takes into account Parties' different capacities and builds upon collective experience. Along this line, the Global Environment Facility (GEF) has established a Fund to the "Capacity Building Initiative for Transparency (CBIT)" in order to implement the framework by developing countries. In this context, Mauritius sought the support of UNDP and funding resources from GEF to strengthen the national greenhouse gas inventory of the Republic of Mauritius to improve climate reporting and transparency.

2.0 PROJECT DESCRIPTION

The objective of the CBIT project is to assist Mauritius on improving the quality of the national GHG inventory and the data collection, storage and dissemination processes associated, thereby improving reporting and transparency and providing a firmer basis for evidence-based-policy-making. Without this project and GEF intervention, Mauritius will not be able to improve the national GHG inventory and strengthen the underlying inventory processes, which have immediate benefits for national reporting (the National Communications and Biennial Transparency Reports), for the tracking of emissions progress against the NDC targets and for future revisions to the NDC target. Further, the country will be able to increase broader institutional engagement in GHG transparency from the private sector and from civil society, resulting in improved evidence-led policy-making and better integration of the inventory in national development policies and programmes.

2.1 Overall Project Structure

The project provides an alternative approach that is structured around four components, which have related outcomes and a number of outputs designed to achieve its objective. The four components are:

Component 1: Improve the accuracy and localisation of the National Greenhouse Gas Inventory

Expected Outputs:

- *Output 1.1: Development of Tier 2 emission factors for key fuels: coal, heavy fuel oil, gasoline, diesel, kerosene and liquefied petroleum gas – for application in Energy Industries, Transport, Manufacturing Industry and Construction, and Energy Other Sectors*
- *Output 1.2: Development of Tier 3 emission factors for Mauritius' thermal power plants and a real-time grid emission factor – for application in Energy Industries and (increasingly) Transport*
- *Output 1.3: Development of Tier 2 activity data for Mauritius's land transport sector (road, Metro), augmented by gender and socio-economic usage data*

- Output 1.4: Development of Tier 2 enteric fermentation emission factors and model for livestock
- Output 1.5: Development of Tier 2 allometric equations, root-to-shoot ratios and carbon densities for 4 key tree species in the Mauritian context
- Output 1.6: Ground-truthed forest inventory of privately held forestland and non-forest tree cover (e.g. along river banks and roadsides)

Component 2: Strengthen the national greenhouse gas inventory process

Expected Outputs:

- Output 2.1: Implemented government roadmap for a permanent MRV structure, including firm government financing and institutional commitments
- Output 2.2: Development of an IT-based system to simplify and streamline the inventory data collection process

Component 3: Mainstream the national greenhouse gas inventory to enhance transparency and support policy-making

Expected Outputs:

- Output 3.1: Targeted training on the use of the new IT-based system and on the use of the inventory for policy formulation, target-setting, scenario analysis and MRV of NDC commitments
- Output 3.2: Enhancing the role of the Climate Change Information Centre (CCIC) as a transparency portal

Component 4: Monitoring and Evaluation and Knowledge Management

Expected Outputs:

- Output 4.1: Project results and outcomes monitored and evaluated
- Output 4.2: Lessons learned, and best practices shared with other Parties through the Global Coordination Platform and other cooperation networks

Altogether these four components will enhance capacities to meet the provisions stipulated in Article 13 of the Paris Agreement.

2.2 Organisational Context

The GEF-funded UNDP Supported project titled “Strengthening the national greenhouse gas inventory of the Republic of Mauritius to improve climate reporting and transparency (Capacity Building Initiative for Transparency)” is being implemented by the Department of Climate Change of the Ministry of Environment, Solid Waste Management and Climate Change (Environment and Climate Change Division) - MoESWMCC.

The Ministry (MoESWMCC) is thus coordinating and leading the implementation of the project in close collaboration with the Ministry of Energy and Public Utilities, Central Electricity Board, Ministry of Transport and Light Rail, National Land Transport Authority, Mauritius Renewable Energy Agency, Ministry of Agro-Industry and Food Security, Forestry Service, Food and Agricultural Research and Extension Institute, Mauritius Cane Industry Authority, Statistics Mauritius, Ministry of Gender Equality, Child Development and Family

Welfare, Independent Power Producers (IPPs), University of Mauritius and Business Mauritius.

3.0 SCOPE OF THE ASSIGNMENT

Component 1: Improve the accuracy and localisation of the National Greenhouse Gas Inventory

Expected Outputs:

- *Output 1.1: Development of Tier 2 emission factors for key fuels: coal, heavy fuel oil, gasoline, diesel, kerosene and liquefied petroleum gas – for application in Energy Industries, Transport, Manufacturing Industry and Construction, and Energy Other Sectors*

4.0 PROFILE OF THE CONSULTANCY SERVICE

The Consultant/Consultancy Firm shall have a good understanding of all mandatory requirements for this assignment with proven track records.

The Consultant/Consultancy Firm may propose additional relevant competencies if necessary for the successful completion of the assignment. A signed undertaking from a specialist service provider/firm having the required project staff, stating that they will undertake the necessary work on behalf of the tenderer in terms of an agreement will be acceptable. Such undertaking must be attached to the Bid.

The Consultant/Consultancy Firm shall submit only one application, either in its own name or as a member of a Joint Venture (JV – local and/or international). If the Consultant/Consultancy Firm (including any JV member) submits or participates in more than one application, all applications shall be rejected.

If the Applicant is a JV, the Request for Proposal shall include:

- A copy of the JV Agreement entered into by all members, or
- A letter of intent to execute a JV Agreement, signed by all members together with a copy of the Agreement.

The Consultant/Consultancy Firm will be responsible to identify and select a qualified contractor for data collection and analysis. Tertiary academia is encouraged to apply.

Tenderers should note that, during the course of any contract arising from this tender, any of the personnel listed at tender stage may only be replaced with personnel with similar or higher qualification and experience, subject to the approval of the Ministry of Environment, Solid Waste Management and Climate Change (MoESWMCC) in consultation with TC members.

5.0 TASKS OF THE CONSULTANCY SERVICES

The tasks listed in this document are related to Component 1 only. The specific tasks of the Consultant/Consultancy Firm will include, *inter alia*, the following activities in consultation with relevant stakeholders. The Consultant/Consultancy Firm may be required to meet other consultants/firms under the project components.

The Consultant/Consultancy Firm is required to undertake regular consultations with concerned stakeholders. The tasks should be executed in close collaboration with the Project Management Unit and the UNDP Country Office. A close liaison to be maintained including sharing of information upon request. The Firm should have the ability to work under pressure and meet prescribed deadlines.

This output will result in the development of Tier 2 emission factors for the 2006 Intergovernmental Panel on Climate Change (IPCC) category 1A *Fuel Combustion Activities*, enhancing the accuracy of the GHG emission inventory and facilitating the assessment of impact of mitigation policies in the energy sector. This output will also result in improved capacity on 2006 IPCC methodologies in the relevant institutions of the country.

Mauritius consumes different fossil fuels, namely, coal, heavy fuel oil, gasoline, diesel, kerosene, aviation fuel and liquefied petroleum gas in different sectors according to the latest National GHG Inventory Report, 2021. Energy consumption by fuel type is the activity data used in the GHG inventory of Mauritius for the IPCC category 1A *Fuel Combustion Activities*, which encompasses the sub-categories 1A1 Energy Industries, 1A2 Manufacturing Industries and construction, 1A3 Transport and 1A4 Other sectors (which includes the commercial, institutional and residential sectors as well as the fuel combustion in agriculture, forestry, fishing, and fish farms).

All the fossil fuels consumed in Mauritius are imported and hence easily accounted for and testable. As the University of Mauritius has already undertaken some preliminary analysis of the coal emissions, the GEF project will support the process of elaboration of Tier 2 CO₂ emission factors for these fuels. This will serve to improve the accuracy of the national GHG inventory across multiple sub-sectors that, together, account for nearly 80% of national emissions. The activities and results of this output will complement the improvements to activity-related data in the Transport sub-sector that will be supported under Output 1.3.

Furthermore, it will also actively support mitigation measures being undertaken by other initiatives. The availability of Tier 2 emission factors for fuel oil and LPG will facilitate more accurate estimates of GHG emissions (and GHG mitigation).

5.1 Consultancy Firm on GHG Emissions Energy Sector

Output 1.1 of project: Development of Tier 2 emission factors for key fuels: coal, heavy fuel oil, gasoline, diesel, kerosene, aviation fuel and liquefied petroleum gas

– for application in Energy Industries, Transport, Manufacturing Industry and Construction, and Energy Other Sectors

- 5.1.1 Submit an Inception Report clearly indicating the work plan, methodology and anticipated target outputs (including areas where technical support would be needed) at the start of the consultancy.
- 5.1.2 Develop a methodological approach for the Tier 2 emission factors, including the definition of the scope, survey design, sample collection plan, type/description of laboratory testing required, and all methodological steps needed to derive country specific emission factors for the inventory. The process shall ensure the emission factor is in line with 2006 IPCC methodologies and good practices.
- 5.1.3 Conduct capacity building to energy and concerned stakeholders on 2006 IPCC methodologies and any relevant analysis of the 2019 Refinement to the 2006 IPCC Guidelines for National GHG Inventories, including sectoral and reference approaches, estimating uncertainty, and developing and using energy balances. The capacity building exercise shall also address the development of advanced Tier approaches, so the stakeholders can replicate the same approach in other inventory categories in the future. The type of capacity building activities would be mostly physical workshops and might include webinars and/or recorded tutorials. The capacity building exercise will be documented in a manual to make sure the capacity building exercise is used beyond project implementation. The capacity building will include a dedicated session for gender mainstreaming in mitigation actions, and will foster the active participation of women, in line with the gender action plan **(To be started at the beginning of the consultancy)**.
- 5.1.4 Supervise collection of the necessary samples with the collaboration of the energy stakeholders of the country.
- 5.1.5 Ensure and oversee that the laboratory analyses are in line with the methodological approach for IPCC. The fuel characteristics of the sample and the combustion emissions under controlled circumstances need to be fully documented.
- 5.1.6 Process the information generated for deriving country specific combustion emission factors. Compare the results obtained with other country specific emission factors and default values provided by 2006 IPCC Guidelines. Prepare a report documenting the entire process followed for developing the country specific emission factors.
- 5.1.7 Design, facilitate and document the validation process. It is envisioned that the validation process would be done through a series of physical and/or online workshops.

On top of the above tasks, the Firm should supervise and oversee the Contractor¹ who will be assisting the Firm for Output 1.1. The firm should be able to work under pressure and meet prescribed deadlines.

6.0 KEY DELIVERABLES

Separate deliverables, as described hereunder, would be required for Component 1 of this project:

General (Regular Reporting):

1. Quarterly reports including updates on tasks completed and planned by Contractor for output 1.1. Verification of the quality and accuracy of data, and calculations produced by the Contractor.

Tasks	Expected Outputs/Deliverables
4.1.1	An Inception Report indicating the work plan (with clear delegation of responsibilities for the contractor), methodology and anticipated target outputs.
4.1.2	<p>A comprehensive methodology document outlining:</p> <ul style="list-style-type: none"> • the approach for obtaining the Tier 2 emission factor; • definition of scope; • survey design for the key sectors; • sample collection plan; • list of laboratory tests required for different parameters; • test methodologies guide; and • steps for deriving country specific emission factors. <p>Including analysis of the 2019 Refinement to the 2006 IPCC Guidelines for National GHG Inventories to evaluate possible improvements and its impact in the Energy Sector of the National GHG Inventory.</p>
4.1.3	<p>Training materials for the capacity building.</p> <p>Capacity Workshop reports (collection of data template for feeding under Component 2 and including areas where any further technical support would be needed).</p>
4.1.4	A report on data sets of samples collected and delivered to laboratory(ies).
4.1.5	Test results report of each fuel.
4.1.6	<p>Calculations (including any excel documents) showing how the data have been processed as per IPCC guidelines.</p> <p>A report (in the form of a user manual and including any excel documents) showing how the data have been processed and</p>

¹ Individual/Institution/Company

	<p>used to compute the emission factor (including information flow), for the IT platform under Component 2. Should also include comparison of results with other country specific emission factors (including explanations for differences).</p> <p>Report to include development of improvement activities for future estimations of GHG emissions inventory for the Energy sector.</p>
4.1.7	<p>Lead the validation workshop to present, discuss and validate the final reports/manuals (including a report on the country specific emission factor for the different fuels based on Tier 2).</p> <p>Oversee all necessary revisions that arise during the workshop.</p> <p>Ensure all views/comments are incorporated and queries addressed in the Validation Workshop Report.</p>

7.0 DURATION OF CONSULTANCY

The consultancy work will be for a maximum period of 100 days with the work completed by 31 March 2025. Phasing of the consultancy work is at the firm's discretion and is based on the work methodology that forms part of the workplan.

8.0 WORK ARRANGEMENTS/DUTY STATION

The Consultancy is home-based. The Firm would be having working sessions at the offices of relevant stakeholders.

9.0 QUALIFICATIONS AND EXPERIENCE

Details like academic qualifications, field of competency and technical/practical experience of previous assignments of similar nature and/or related consultancy services of the proposed experts, should be submitted with signed Curriculum Vitae.

Specialist on GHG Emissions Energy Sector:

Education:	Master's degree or equivalent as in industrial, chemical and/or environmental engineering, energy science, climate change, natural resource management or any relevant qualification in related field.
Experience	<ul style="list-style-type: none"> • Demonstrated knowledge of GHG emissions/inventories estimates in the Energy Sector using methodologies such as 2006 IPCC guidelines. • Verifiable professional experience related to environmental topics within the energy sector. • Previous experience in assignment(s) of similar nature would be an advantage.

Skills & Competencies	<ul style="list-style-type: none"> • Abilities to work effectively with government representatives, international consultants, development partners and other stakeholders. • Good analytical and communication skills, including the ability to draft and to articulate ideas in a clear and concise manner. • Good interpersonal skills and ability to work well in a team whilst also having the capacity and initiative to work independently. • Highly developed oral and written communications skills with excellent writing skills in English.
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10.0 REPORTING

A Project Steering Committee (chaired by the Permanent Secretary of the MoESWMCC) as the apex body would oversee and provide overall guidance for project implementation.

A Technical Committee on Energy Use Industries (chaired by the Central Electricity Board) has been set up to provide technical assistance for the project activities and guidance on the methodological aspects.

The Consultant/Consultancy Firm shall report to the Director of the Department of Climate Change, Ministry of Environment, Solid Waste Management and Climate Change (Environment and Climate Change Division). The Firm shall work, in consultation, with the Technical Committee on Transport, and shall liaise and collaborate with the Project Management Unit for technical issues of the assignment as well as liaise with institutions for collection of data and information.

The Consultant/Consultancy Firm shall be called upon to report, act as resource person, brief and debrief to the Technical Committee on Energy Use Industries. He/She may also be called to attend the Project Steering Committee and act as resource person, as and when required.

All deliverables will be reviewed by the Technical Committee on Energy Use Industries.

The Project Management Unit may assist the Consultant in secretarial works including the organisation of training workshops and coordination of meetings with stakeholders.

11.0 LANGUAGE

All deliverables shall be in the English language. All project implementation documents such as progress reports, draft project documents shall be submitted in editable Microsoft Office Version and editable PDF Version. The soft copies should not be secured with password(s) to allow printing or copy and paste of extract from the reports.

12.0 DELIVERABLES AND PAYMENT SCHEDULE

Payments will be effected on acceptance by the client of the approved deliverables. Payment schedule shall be as follows;

SN	Deliverable/Milestone	Payment Schedule	Time Schedule
1.	Upon signature of contract and Inception Report.	5%	Within 2 weeks upon signature of contract
2.	<p>A comprehensive methodology document outlining:</p> <ul style="list-style-type: none"> • the approach for obtaining the Tier 2 and 3 emission factors; • definition of scope; • survey design for the key sectors; • list of laboratory tests required; and • steps for deriving country specific emission factors. <p>Including analysis of the 2019 Refinement to the 2006 IPCC Guidelines for National GHG Inventories to evaluate possible improvements and its impact in the Energy Sector of the National GHG Inventory</p>	10%	4 weeks from signature of contract
3.	<p>Training materials for the capacity building (CB). Capacity Workshop reports</p>	5%	Workshop Reports within 2 weeks upon each CB workshop
4.	A report on data sets of samples collected.	5%	Within 2 weeks upon samples collected
5.	Test results report of each fuel.	10%	Within 7 weeks upon completion of tests
6.	<p>Computations (including any excel documents) showing how the data have been processed as per IPCC guidelines. A report (in the form of a user manual and including any excel documents) showing how the data have been processed and used to compute the emission factor (including information flow). Should also include comparison of results with other country specific emission factors (including explanations for differences).</p> <p>Report to include development of improvement activities for future estimations of GHG emissions</p>	10%	Within 4 weeks after having all required data

	inventory for the Energy sector.		
7.	Validation of reports/deliverables following workshop (including list of views/comments from stakeholders to be addressed in the reports)	10%	2 weeks after validation workshop
8.	A Final report comprising of: <ul style="list-style-type: none"> - Executive Summary of the assignment - Data collection and processing - Computation of country specific EFs - Comparison of result with other country specific EFs and default 2006 IPCC values - Improvement activities for future estimations for higher Tier EFs for the Energy sector. - Appendices (detailed calculation worksheets) 	45%	Within 6 weeks

The contract will be on a lump-sum basis and this is inclusive of consultancy fee, miscellaneous expenses and all applicable taxes (local and international, if the JV includes international consultant).

The Ministry of Environment, Solid Waste Management and Climate Change (Environment and Climate Change Division) reserves the right to withhold payment or pay on a pro-rata basis for unsatisfactory performance and unsatisfactory delivery. The Consultant/Consultancy Firm's performance will be evaluated based on the successful completion of tasks and the quality of deliverables. Note that all deliverables must be considered as satisfactory by stakeholders prior to disbursement of consultancy fees.

Part II

Section 6. Conditions of Contract and Contract Forms

Foreword

1. **Lump-Sum Contract.** This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, drawings, bill of quantities, bidding documents, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant's outputs by the Client is paramount.
2. The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. These standard Contract forms are to be used for complex and/or large value assignments.
3. **The Sample Contract for Consulting Services Small Assignment Lump-Sum Payments** to be chosen in lieu of the GCC and SCC for small and straightforward assignments on a lump sum payment basis preferably for values up to Rs. 5m and where the public body deems it appropriate.

STANDARD FORM OF CONTRACT

Consultant's Services
Lump-Sum

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Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 - Fraud and Corruption; the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract, including Attachment 1 on Fraud and Corruption, shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

**CONTRACT FOR CONSULTANT'S SERVICES
Lump-Sum**

Project Name _____

[Loan/Credit/Grant] No. _____

Contract No. _____

Assignment Title: _____

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client or Recipient]* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).]*

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 “Fraud and Corruption”);
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Breakdown of Contract Price
 - Appendix D: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C;

Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Client]*

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture]*

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws of Mauritius
- (b) “Client” means the public body that signs the Contract for the Services with the Selected Consultant.
- (c) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (d) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (e) “Day” means a working day unless indicated otherwise.
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (h) “Foreign Currency” means any currency other than Mauritian Rupees.
- (i) “GCC” means these General Conditions of Contract.
- (j) “Government” means the government of Mauritius.
- (k) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose

Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.

- (m) "Local Currency" means Mauritian Rupees.
- (n) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (o) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (p) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (q) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (r) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (s) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

4. Language

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

5. Headings

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

6. Communications

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.

7. Location

7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

8. Authority of Member in Charge

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

9. Authorized Representatives

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.

10. Fraud and Corruption

10.1 The Client requires compliance with the Anti-Corruption laws of Mauritius.

If the Client determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and the provisions of Clause B shall apply as if such expulsion had been made under Sub-Clause 19.1.1.

Should any Personnel of the Consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that Personnel shall be removed in accordance with Sub-Clause 31.1

a. Commissions and Fees

1.2 The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract.

b. Integrity Clause

10.3 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.

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

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
- 12. Termination of Contract for Failure to Become Effective** 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of substantial modifications or variations, the prior written consent of the Client is required.
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, “Force Majeure” means an

event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

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

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon

instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

19.1. This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract

- Obligations** pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.
- d. Cessation of Services** 19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
- e. Payment upon Termination** 19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:
- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
 - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

- a. Standard of Performance** 20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law
Applicable to
Services**

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
- (b) 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 Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21. Conflict of Interest

21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

**a. Consultant
Not to Benefit
from
Commissions,
Discounts, etc.**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

- 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
- b. Consultant and Affiliates Not to Engage in Certain Activities** 21.1.3 Unless otherwise specified in the **SCC**, the Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- c. Prohibition of Conflicting Activities** 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities** 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall 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.
- 22. Confidentiality** 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant** 23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be provided by the Applicable Law.
- 24. Insurance to be taken out by the Consultant** 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request,

shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

**25. Accounting,
Inspection and
Auditing**

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2 Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Consultant shall permit and shall cause its subcontractors and subconsultants to permit, the Client and/or persons appointed by the Client to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Client if requested by the Client. The Consultant's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 10.1 which provides, inter alia, that acts intended to materially impede the exercise of the Client's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a disqualification by the Procurement Policy Office).

**26. Reporting
Obligations**

26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

**27. Proprietary Rights
of the Client in
Reports and
Records**

27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these

documents and software, if any, shall be specified in the **SCC**.

28. Equipment, Vehicles and Materials

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

29. Description of Key Experts

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

30. Replacement of Key Experts

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31. Removal of Experts or Sub-consultants

31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

32. Assistance and Exemptions

32.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Consultant any such other assistance as may be

specified in the **SCC**.

- 33. Access to Project Site** 33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.
- 34. Change in the Applicable Law Related to Taxes and Duties** 34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1
- 35. Services, Facilities and Property of the Client** 35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.
- 36. Counterpart Personnel** 36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.
- 36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- 37. Payment Obligation** 37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

- 38. Contract Price** 38.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.
- 38.2 Any change to the Contract price specified in Clause GCC 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.
- 39. Taxes and Duties** 39.1 The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes duties, fees, and other impositions levied under the Applicable Laws as specified in the **SCC**, the amount of which is deemed to have been included in the Contract Price.
- Note: With respect to temporary admissions, the temporary admission regime under the Customs Act will apply.
- For further information, the contact details are as specified in the **SCC**.
- 40. Currency of Payment** 40.1 Any payment under this Contract shall be made in the currency (ies) of the Contract.
- 41. Mode of Billing and Payment** 41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.
- 41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.
- 41.2.1 *Advance payment:* Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank/insurance guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.
- 41.2.2 *The Lump-Sum Installment Payments.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the

related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3 *The Final Payment* .The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

41.2.5 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

42. Interest on Delayed Payments

42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2 , interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

G. FAIRNESS AND GOOD FAITH

43. Good Faith

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

H. SETTLEMENT OF DISPUTES

44. Amicable Settlement

44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in

writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

45. Dispute Resolution

45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

*Attachment 1 to the Contract***Fraud and Corruption**

1. It is the policy of the Government of Mauritius to require Public Bodies, as well as consultants, their agents (whether declared or not), affiliates, personnel, sub-contractors, sub-consultants, service providers and suppliers observe the highest standard of ethics during the selection and execution of contracts.¹ In pursuance to this policy, the Client:
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;
 - (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 obligation³;
 - (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 party⁴;
 - (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 party⁵;
 - (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 the Client’s 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

¹ 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.

² “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.

³ 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.

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

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

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 2 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, 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^b, sub-contractor, supplier, or service provider of an otherwise eligible firm being awarded a public contract.
2. In further pursuance of this policy, Consultants shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and their personnel, to permit the Client to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Client.
3. 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.
4. Consultants shall furnish information on commission 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 required in the Financial Proposal submission form (Section 4).
5. The Clients 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 Clients 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

^b 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.

the relevant authority (ies) and in addition can initiate disciplinary actions. Furthermore, such proposal shall be rejected.

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Contract shall be construed in accordance with the law of Mauritius.
4.1	The language is : English.
6.1 and 6.2	<p>The addresses are:</p> <p>Client: Ministry of Environment, Solid Waste Management and Climate Change</p> <p>Attention: Permanent Secretary or Representative</p> <p>Facsimile: +230 210 0828</p> <p>Email: secretariatdbc-env@govmu.org</p> <p>Consultant: _____</p> <p>_____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>
8.1	<p><i>[If the Consultant consists only of one entity, state "N/A";</i></p> <p><i>OR</i></p> <p><i>If the Consultant is a Joint Venture, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____</p> <p><i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: The Permanent Secretary</p> <p>For the Consultant: _____</p>
11.1	The effectiveness conditions are the following: N/A

12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be one month</p>
13.1	<p>Commencement of Services:</p> <p>To be mutually agreed between the Client and the Consultant.</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be <i>around 100 man-days with the work completed by 31 March 2025</i></p>
21 b.	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes</p>
23.1	<p>No additional provisions.</p>
27.1	<p>As per GCC 27.1</p>
38.1	<p>The Contract price is: _____ <i>[insert amount and currency for each currency as applicable] inclusive of [indicate: of local indirect taxes and taxes on the remunerations.</i></p>
39.1 and 39.2	<p>For applicable laws regarding indirect taxes, duties, fees, and other impositions levied, Consultants are required to contact the Mauritius Revenue Authority (MRA).</p> <p>With respect to temporary admissions, the temporary admission regime under the Customs Act will apply.</p> <p>Details of contact for the MRA is:</p> <p>Mauritius Revenue Authority Ehram Court, Cnr Mgr. Gonin & Sir Virgil Naz Streets, Port Louis Republic of Mauritius Tel: +230 207 6000 Fax: +230 207 6053 Email: largetaxpayer@mra.mu Website: http://mra.mu</p>
	<p>The Client shall reimburse the Consultant, the Sub-consultants and the Experts any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law</p>

	<p>in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <p>(a) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</p> <p>(b) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>(c) (i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and</p> <p>(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.</p>												
<p>41.2</p>	<p>Payments will be effected upon submission and acceptance of satisfactory quality deliverables as per the following schedule:</p> <table border="1" data-bbox="383 1115 1604 1871"> <thead> <tr> <th data-bbox="383 1115 532 1163">SN</th> <th data-bbox="537 1115 1024 1163">Deliverable/ Milestone</th> <th data-bbox="1029 1115 1304 1163">Payment Schedule</th> <th data-bbox="1308 1115 1604 1163">Time Schedule</th> </tr> </thead> <tbody> <tr> <td data-bbox="383 1169 532 1236">1.</td> <td data-bbox="537 1169 1024 1236">Upon signature of contract and Inception Report.</td> <td data-bbox="1029 1169 1304 1236">5%</td> <td data-bbox="1308 1169 1604 1236">Within 2 weeks upon signature of contract</td> </tr> <tr> <td data-bbox="383 1243 532 1871">2.</td> <td data-bbox="537 1243 1024 1871"> <p>A comprehensive methodology document outlining:</p> <ul style="list-style-type: none"> • the approach for obtaining the Tier 2 and 3 emission factors; • definition of scope; • survey design for the key sectors; • list of laboratory tests required; and • steps for deriving country specific emission factors. <p>Including analysis of the 2019 Refinement to the 2006 IPCC Guidelines for National GHG Inventories to evaluate possible improvements and its impact in the Energy Sector of the National GHG</p> </td> <td data-bbox="1029 1243 1304 1871">10%</td> <td data-bbox="1308 1243 1604 1871">4 weeks from signature of contract</td> </tr> </tbody> </table>	SN	Deliverable/ Milestone	Payment Schedule	Time Schedule	1.	Upon signature of contract and Inception Report.	5%	Within 2 weeks upon signature of contract	2.	<p>A comprehensive methodology document outlining:</p> <ul style="list-style-type: none"> • the approach for obtaining the Tier 2 and 3 emission factors; • definition of scope; • survey design for the key sectors; • list of laboratory tests required; and • steps for deriving country specific emission factors. <p>Including analysis of the 2019 Refinement to the 2006 IPCC Guidelines for National GHG Inventories to evaluate possible improvements and its impact in the Energy Sector of the National GHG</p>	10%	4 weeks from signature of contract
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	Inventory		
3.	Training materials for the capacity building (CB). Capacity Workshop reports	5%	Workshop Reports within 2 weeks upon each CB workshop
4.	A report on data sets of samples collected.	5%	Within 2 weeks upon samples collected
5.	Test results report of each fuel.	10%	Within 7 weeks upon completion of tests
6.	Computations (including any excel documents) showing how the data have been processed as per IPCC guidelines. A report (in the form of a user manual and including any excel documents) showing how the data have been processed and used to compute the emission factor (including information flow). Should also include comparison of results with other country specific emission factors (including explanations for differences). Report to include development of improvement activities for future estimations of GHG emissions inventory for the Energy sector.	10%	Within 4 weeks after having all required data
7.	Validation of reports/deliverables following workshop (including list of views/comments from stakeholders to be addressed in the reports)	10%	2 weeks after validation workshop
8.	A Final report comprising of: <ul style="list-style-type: none"> - Executive Summary of the assignment - Data collection and processing - Computation of country specific EFs - Comparison of result with other country specific EFs and default 2006 IPCC values - Improvement activities for future estimations for higher Tier EFs for the Energy sector. - Appendices (detailed calculation worksheets) 	45%	Within 6 weeks
41.2.1	No Advance Payment shall be paid.		

41.2.4	The account is Account No. _____ Bank _____
42.1	The interest rate is the Repo Rate
45.1	Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to law of Mauritius .

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client’s input, including counterpart personnel assigned by the Client to work on the Consultant’s team; specific tasks or actions that require prior approval by the Client.]

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant’s Proposal. Highlight the changes to Section 7 of the RFP]

.....

APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant’s Technical Proposal and finalized at the Contract’s negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

.....

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant’s Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]

When the Consultant has been selected under Quality-Based Selection method, also add the following:

“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the Client prior to the Contract’s negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract.”]

Model Form I Breakdown of Agreed Fixed Rates in Consultant’s Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Work in the Client’s Country									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature

Date

Name and Title: _____

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 41.2.1 and SCC 41.2.1]

{Guarantor letterhead or SWIFT identifier code}

Bank/Insurance Guarantee for Advance Payment

Guarantor: _____ *[insert commercial Bank/Insurance's Name, and Address of Issuing Branch or Office]*

Beneficiary: _____ *[insert Name and Address of Client]*

Date: _____ *[insert date]* _____

ADVANCE PAYMENT GUARANTEE No.: _____ *[insert number]* _____

We have been informed that _____ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. _____ *[reference number of the contract]* dated _____ *[insert date]* _____ with the Beneficiary, for the provision of _____ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ *[insert amount in figures]* (_____ *[amount in words]*) is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____ *[amount in words]*)¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

number _____ at _____ *[name and address of bank/insurance company]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of *_[month]_____*, *_[year]__*,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

[signature(s)]

{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”