



**MAURITIUS TOURISM PROMOTION AUTHORITY**

**R e q u e s t   f o r   P r o p o s a l**

**Issued on: 26 February 2024**

**for**

**Selection of Consultant for**

**Public Relations Services in Reunion Island**

**Procurement Reference No: OAB/MTPA/2/2024**

**Mauritius Tourism Promotion Authority  
4th & 5th Floor, Victoria House  
St Louis Street  
Port Louis, Republic of Mauritius**

**Tel: (230) 203 1900**

**e-mail: [mtpa@intnet.mu](mailto:mtpa@intnet.mu)**

**Website: <http://mymauritius.travel>**

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## Section 1. Letter of Invitation

### OAB/MTPA/ 2 / 2024 – Selection of Consultant for Public Relations Services in Reunion Island

Dear Sir/Madam

1. The Mauritius Tourism Promotion Authority invites proposals to provide the following consulting services called Selection of Consultant for Public Relations Services in Reunion Island. More details on the services are provided in the Terms of Reference
2. A firm will be selected under Fixed Budget Based Selection (FBS) and procedures described in this RFP, in accordance with the policies and procedures for public procurement in the Republic of Mauritius.
3. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants (including Data Sheet)
  - Section 3 - Technical Proposal - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 - Terms of Reference
  - Section 6 - Standard Form of Contract

Yours faithfully,

  
**R. Ramhit**  
*Officer in Charge*

Mauritius Tourism Promotion Authority  
5<sup>th</sup> Floor, Victoria House, St Louis Street,  
Port Louis, Republic of Mauritius  
T +230 203 1900 | F +230 212 5142  
E mtpa@intnet.mu

[www.mymauritius.travel](http://www.mymauritius.travel)  
[www.monilemaurice.fr](http://www.monilemaurice.fr)

Une Île Vanille  A Vanilla Island

## Section 2. Instructions to Consultants

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## Instructions to Consultants

*[This section 'Instructions to Consultants' shall not be modified except for the purpose of inviting proposals through Open Advertised Bidding method, where so indicated. Any necessary changes acceptable to the Procurement Policy Office to address any specific project issues, shall be introduced only through the **Data Sheet** (e.g., by adding new reference paragraphs)]*

### Definitions

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

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

## 1. Introduction

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

**Conflict of Interest**

1.6 The Government of the Republic of Mauritius requires that Consultants provide professional, objective, and impartial advice and at all times hold the client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

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

**Conflicting activities**

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

**Conflicting assignments**

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

**Conflicting  
relationships**

- (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, shall not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

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

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

**Unfair  
Advantage**

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



## **Fraud and Corruption**

- 1.7 It is the policy of the Government of Mauritius to require Public Bodies, as well as consultants and their agents (whether declared or not), personnel, sub-contractors, sub-consultants, service providers and suppliers observe the highest standard of ethics during the selection and execution of contracts.<sup>1</sup> In pursuance of this policy, the Client:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>2</sup>;
    - (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation<sup>3</sup>;
    - (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>4</sup>;
    - (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>5</sup>;
    - (v) “obstructive practice” is
      - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially 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

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

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

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

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

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

(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<sup>b</sup>, sub-contractor, supplier, or service provider of an otherwise eligible firm being awarded a public contract.

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

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

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

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

1.7.4 The 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.

#### **Eligibility**

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

1.8.1 (a) In accordance with CIDB Act 2008, Consultants, whether local or foreign under an existing or intended joint venture operating in the construction sector have the statutory obligation to be registered with the Construction Industry Development Board (CIDB), as appropriate, prior to bidding for the project.

(b) Consultants are strongly advised to consult the website of the CIDB [cidb.govmu.org](http://cidb.govmu.org) for further details concerning registration of consultants.

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

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

- (c) 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*.

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

- (e) *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.*

<b>Eligibility of Sub-Consultants</b>	1.9	<i>Deleted</i>
<b>Origin of Goods and Consulting Services</b>	1.10	<p>Goods supplied and Consulting Services provided under the Contract may originate from any country except if:</p> <p>(i) as a matter of law or official regulation, the Republic of Mauritius prohibits commercial relations with that country; or</p> <p>(ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Republic of Mauritius prohibits any imports of goods from that country or any payments to persons or entities in that country.</p>
<b>Only one Proposal</b>	1.11	Consultants shall submit only one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to only one proposal.

- |  |      |   |
|--|------|---|
| <b>Proposal Validity</b>                               | 1.12 | The <b>Data Sheet</b> indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. However, should the need arise, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or, in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals. |
| <b>2. Clarification and Amendment of RFP Documents</b> | 2.1  | Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the <b>Data Sheet</b> before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the <b>Data Sheet</b> . The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.  |
|  | 2.2  | At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.   |
| <b>3. Preparation of Proposals</b>                     | 3.1  | <p>(a) The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in English.</p> <p>(b) Notwithstanding the above, documents in French submitted with the bid may be accepted without translation.</p>  |

- 3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal
- 3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

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.

For a Joint Venture to qualify for this assignment the lead member of the Joint Venture shall individually satisfy the experience criteria related to this assignment as defined by the Client.

The Client shall not require Consultants to form associations with any specific firm or group of firms or include any particular individual in their proposals but may encourage association with qualified national firms.

- (b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the **Data Sheet**, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.  
For fixed-budget-based assignments, the available budget is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.
- (c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- (d) Documents to be issued by the Consultants as part of this assignment must be in English. It is desirable that the firm's Personnel have a working knowledge of English.

**Technical  
Proposal  
Format and  
Content**

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

- (a) (i) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client as a corporation or as one of the major firms within a joint venture. Assignments completed by

individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.

- (ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.
- (b)
  - (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
  - (ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).
- (c)
  - (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
  - (ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).



- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
  - (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
  - (g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the **Data Sheet** specifies training as a specific component of the assignment.
- 3.5 The Technical Proposal shall **not** include any financial information. A Technical Proposal containing financial information may be declared non responsive.
- Financial Proposals**
  - 3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the **Data Sheet**. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- Taxes**
  - 3.7 The Consultant, other than Mauritian nationals, shall be subject to local taxes (such as: value added tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract.  
The Client will indicate the contact details of the Mauritius Revenue Authority in the Data Sheet to facilitate the Consultant from obtaining the relevant information in this respect. The Client shall also provide information in respect of taxes deductible at source if any on the fees payable to the Consultant.

- 3.8 Consultants, other than Mauritian nationals, may express the price of their services in a maximum of three freely convertible currencies, singly or in combination. The Client may require Consultants to state the portion of their price representing local cost in Mauritian Rupees if so indicated in the **Data Sheet**.
- 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.
- 4. Submission, Receipt, and Opening of Proposals**
- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.2 An authorized representative of the Consultants, **as specified in the Data Sheet** shall initial all pages of the original Technical and Financial Proposals. The signed Technical and Financial Proposals shall be marked “ORIGINAL”.
- 4.3 The Technical Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the **Data Sheet**. All required copies of the Technical Proposal are to be made from the original. If there is any discrepancy between the original and the copies of the Technical Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” Similarly, the original Financial Proposal (if required under the selection method indicated in the **Data Sheet**) shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the Procurement reference number and the name of the assignment, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and reference number, and be clearly marked “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE** *[insert the time and date of the submission deadline indicated in the **Data Sheet**]*”. The Client shall not be responsible for misplacement, loss or

premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

4.5 The Proposals must be sent to the address/addresses indicated in the **Data Sheet** and received by the Client no later than the time and the date indicated in the **Data Sheet**, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.

4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

## 5. Proposal Evaluation

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

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

### Evaluation of Technical Proposals

5.2 The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

### Financial Proposals for QBS

5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.

**Public Opening  
and Evaluation  
of Financial  
Proposals (only  
for QCBS, FBS,  
and LCS)**

- 5.4 After the technical evaluation is completed the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.
- 5.5 Financial Proposals shall be opened in the presence of the Consultants' representatives who choose to attend. The name of the consultants and the technical scores of the consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants, upon request.
- 5.6 The Client will correct any computational error. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to Mauritian Rupees using the selling rates of exchange issued by the Bank of Mauritius, prevailing on the deadline for submission of proposals.
- 5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the **Data Sheet**. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the **Data Sheet**:  $S = St \times T\% + Sf \times P\%$ . The firm achieving the

- highest combined technical and financial score will be invited for negotiations.
- 5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.
- 6. Negotiations**
- 6.1 Negotiations will be held on the date and at the address indicated in the **Data Sheet**. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
- Technical negotiations**
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.
- Financial negotiations**
- 6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability in the Republic of Mauritius, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In case of Quality and Cost Based Selection, Fixed-Budget Selection, or the Least-Cost Selection methods, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates except in the event that there is only one responsive bidder whose evaluated rates substantially exceed the estimated cost and a re-bid exercise is not considered

practical, such rates may be exceptionally negotiated. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

**Availability of Professional staff/experts**

6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and shall be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

**Conclusion of the negotiations**

6.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

**7. Award of Contract**

7.1 The Consultant whose bid attains the highest score, in accordance with the criteria and selection method set forth in the request for proposals, or the one with the least cost in the case of the Least Cost method of selection, shall be selected for award, subject to satisfactory conclusion of negotiation.

7.2 For contract above the prescribed threshold, the Client shall notify the selected Consultant of its intention to award the contract and shall simultaneously notify all other short listed consultants of its decision.

7.3 For contracts not exceeding the prescribed threshold, the client shall issue the Letter of Award.

7.4 In the absence of a challenge by any other consultant within 7 days of the notice under section 7.2, the contract shall be awarded to the selected Consultant

- 7.5 Within seven days from the issue of Letter of Award, the Client shall publish on the Public Procurement Portal ([publicprocurement.govmu.org](http://publicprocurement.govmu.org)) and the Client's website, the results of the RFP process identifying the:
- (i) name of the successful Consultant, and the price it offered, as well as the duration and summary scope of the assignment; and
  - (ii) an executive summary of the RFP Evaluation Report, for contracts above the prescribed threshold referred to in section 7.2.
- 7.6 After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.
- 7.7 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.
- 8. Confidentiality**
- 8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process until the publication of the award. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Government's antifraud and corruption policy.
- 9. Debriefing**
- 9.1 The client shall promptly attend to all requests for debriefing for the contract made in writing, and within 30 days from the date of the publication of the award or date the unsuccessful consultants are informed about the award, whichever is the case, by following regulation 9 of the public procurement Regulations 2008 as amended.

## Instructions to Consultants – Data Sheet

Paragraph Reference	
1.1	Name of the Client: <b>Mauritius Tourism Promotion Authority</b> Method of selection: <b>Fixed Budget Selection</b>
1.2	Financial Proposal <b>NOT</b> to be submitted together with Technical Proposal Name of the assignment is: <b><u>Selection of Consultant for Public Relations in Reunion Island</u></b>
1.3	A pre-proposal conference will be held: <b>Yes</b>  The pre-proposal conference will be held at MTPA on <b>Monday 11 March 2024 @ 11:00 hrs (Mauritian time). The zoom meeting link will be provided.</b>  The Client's representative is: The Director MTPA Address: 4 <sup>th</sup> floor, Victoria House, St. Louis Street, Port- Louis Telephone: + 230_2031900 Email: mtpa@intnet.mu
1.4	The Client will provide the following inputs and facilities: Tourism Statistics, access to MTPA multimedia library
1.6.1	The Client envisages the need for continuity for downstream work: <b>Yes</b> <b>Additional assignments may be provided to the consultant for separate budget. Please refer to TOR</b>
1.8	To be eligible to participate in this bidding process, Consultant must have: (i) a minimum of 3 years of experience in carrying out consulting services to tourism destinations and (ii) its main office in Reunion Island
1.8.1	Participation is not limited to citizens of Mauritius or entities incorporated in Mauritius.  The bidder shall clearly disclose any interest it has with any Mauritian tourism operator or any competing destination in the Indian Ocean region. Failure to do so shall entail disqualification. The MTPA reserves the right not to award contract where it considers that the firm/consultant is engaged in other assignments which by their nature can cause prejudice to the functions of the MTPA as a national institution.



<b>1.12</b>	Proposals must remain valid 90 days after the submission date, i.e. until: 25 June 2024
<b>2.1</b>	Clarifications may be requested not later than <b>10 days</b> before the submission date. The address for requesting clarifications is: E-mail: <a href="mailto:infoprocurement@mtpa.mu">infoprocurement@mtpa.mu</a> and <a href="mailto:mtpa@intnet.mu">mtpa@intnet.mu</a>
<b>3.3 (a)</b>	Deleted
<b>3.3 (b)</b>	The available budget is: Euro 240,000 for the first contractual period.  The Financial Proposal shall not exceed the available budget of: Euro 240,000  The budget Euros 240,000 include the following: (a) Cost of Public Relations Projects inclusive of taxes and charges, administrative / HR Costs and all charges applicable (b) Retainer fees payable on monthly basis not to exceed Euros 7800 Budget upon renewal of contract (if any) will be communicated in due course
<b>3.4</b>	The format of the Technical Proposal to be submitted is: FTP
<b>3.4 (g)</b>	Training is a specific component of this assignment: Yes It includes interactions with tour operators and travel trade
<b>3.6</b>	Consultant should fill and submit all FIN forms as specified
<b>3.7</b>	The contact details are: Mauritius Revenue Authority Ehram Court, Cnr Mgr. Gonin & Sir Virgil Naz Streets, Port Louis, Mauritius Tel: +230 207 6000 ●Fax: +230 207 6053 Email: <a href="mailto:largetaxpayer@mra.mu">largetaxpayer@mra.mu</a> ●Website: <a href="http://mra.mu">http://mra.mu</a>
<b>3.8</b>	Cost to be quoted in Euro
<b>4.2</b>	<b>No power of attorney is required.</b>
<b>4.3</b>	<b>The Technical proposal should be submitted in 1 original and 5 copies inserted in an envelope clearly marked “Technical” and 1 original and 5 copies of the Financial Proposal in an envelope clearly marked “Financial”.</b>  <b>Both Technical envelope and financial envelope should be inserted in an outer envelope clearly marked “Public Relations Services in Reunion Island” and with Reference no. OAB/MTPA/2/2024</b>

4.5	<p><b>The Proposal submission address is:</b> <b>The Director</b> <b>Mauritius Tourism Promotion Authority</b> <b>4<sup>th</sup> floor, Victoria House</b> <b>St. Louis Street, Port- Louis</b></p> <p><b>Your Bid Proposal should be deposited in the MTPA Tender Box located on 5<sup>th</sup> floor, Victoria House, St. Louis Street, Port- Louis, Republic of Mauritius or dispatched by Express Courier on the above address.</b></p> <p><b>Proposals Should reach the MTPA not later than Friday 29 March 2024 @ 15:45 hrs (local time)</b></p> <p><b>Bids received after the deadline will be rejected and will be returned unopened.</b></p> <p><b>Bids submitted by email will not be considered.</b></p>																								
5.2	<p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <table><tr><td>(i)</td><td><b>Specific experience of the Consultant (as a firm) relevant to the Assignment:</b></td><td><b>Points</b></td></tr><tr><td>a.</td><td>Thorough understanding of consumer behaviour in relation to travel and tourism</td><td>5</td></tr><tr><td>b.</td><td>Proven track record in achieving high impact PR campaigns</td><td>5</td></tr><tr><td>c.</td><td>Experience in designing high quality digital campaigns based on description of experience and portfolio of example campaign</td><td>5</td></tr><tr><td>d.</td><td>Digital transformation intelligence capabilities</td><td>5</td></tr><tr><td>e.</td><td>Experience in tourism, marketing and brand management</td><td>3</td></tr><tr><td>f.</td><td>Proven tourism sector network relations: tour operators, airlines, press amongst others</td><td>2</td></tr><tr><td colspan="2"><b>Total points for criterion (i)</b></td><td><b>25</b></td></tr></table> <p><i>[Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TOR, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]</i></p>	(i)	<b>Specific experience of the Consultant (as a firm) relevant to the Assignment:</b>	<b>Points</b>	a.	Thorough understanding of consumer behaviour in relation to travel and tourism	5	b.	Proven track record in achieving high impact PR campaigns	5	c.	Experience in designing high quality digital campaigns based on description of experience and portfolio of example campaign	5	d.	Digital transformation intelligence capabilities	5	e.	Experience in tourism, marketing and brand management	3	f.	Proven tourism sector network relations: tour operators, airlines, press amongst others	2	<b>Total points for criterion (i)</b>		<b>25</b>
(i)	<b>Specific experience of the Consultant (as a firm) relevant to the Assignment:</b>	<b>Points</b>																							
a.	Thorough understanding of consumer behaviour in relation to travel and tourism	5																							
b.	Proven track record in achieving high impact PR campaigns	5																							
c.	Experience in designing high quality digital campaigns based on description of experience and portfolio of example campaign	5																							
d.	Digital transformation intelligence capabilities	5																							
e.	Experience in tourism, marketing and brand management	3																							
f.	Proven tourism sector network relations: tour operators, airlines, press amongst others	2																							
<b>Total points for criterion (i)</b>		<b>25</b>																							

	(ii)	<b>Adequacy and quality of the proposed strategy, methodology, and PR plan in responding to the Terms of Reference (TORs):</b>	<b>Points</b>
	a	Technical approach and methodology in reinforcing B2B partnership and propose innovative projects tailored to an evolving Reunionese consumer	15
	b	Displaying brand creativity in destination promotion post Covid -19	10
	c	Work Plan: objectives and KPIs	10
	d	Key media and industry contacts	5
	e	Research tools and techniques	5
	<b>Total points for criterion (ii)</b>		<b>45</b>
	<b>Key Experts' qualifications and competence for the Assignment</b> <i>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i>		
	<b>PR Team:</b>		
	Account Manager / Team Leader K1		10
	Dedicated B2B Trade specialist: K2		10
	<b>E-Marketing</b> (Inhouse digital department): Digital Marketing Specialist: K3		10
	<b>Total points for criterion (ii)</b>		<b>30</b>
	<p>The number of points to be assigned to each of the above positions shall be determined considering the following sub-criteria and relevant percentage weights:</p> <p>1) General qualifications (general education, training, and experience): 20%.</p> <p>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments) 80%</p> <p>Total weight: 100%</p> <p><i>[Only the core team will be assessed]</i></p> <p><b>Total points for above criteria: 100</b></p> <p><b>The minimum technical score (St) required to pass is 75</b></p>		
<b>6.1</b>	Expected date and address for contract negotiations: 15 April 2024		
<b>7.7</b>	Expected date for commencement of consulting services: <b>01 May 2024</b>		

### Section 3. Technical Proposal - Standard Forms

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

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

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## Form TECH-1: Technical Proposal Submission Form

---

Date: .....

The Director  
Mauritius Tourism Promotion Authority  
4<sup>th</sup> floor, Victoria House  
St. Louis Street  
Port- Louis

Dear Sir

- (a) We, the undersigned, offer to provide the consulting services for Public Relations Services in Reunion Island in accordance with your Request for Proposal dated 26 February 2024 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope<sup>1</sup>.
- (b) We are submitting our Proposal in association with: *[Insert a list with full name and address of each associated Consultant]*<sup>2</sup>
- (c) We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
- (d) If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.
- (e) We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.7 of the Data Sheet.
- (f) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:
  - (i) We shall not, directly or through any other person or firm, offer, promise or give to any of the clients' employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(ii) We shall not enter with other Consultants into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of proposals or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

(iii) We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

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

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

We remain,

Yours sincerely,

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

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

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

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

---

1 [*In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: “We are hereby submitting our Proposal, which includes this Technical Proposal only.”*]

2 [*Delete in case no association is foreseen.*]

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

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

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

## B - Consultant's Experience

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

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

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



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

---

**A - On the Terms of Reference**

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

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

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

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

---

*[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (about 50 pages, inclusive of charts and diagrams) divided into the following three chapters:*

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

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

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

*c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]*

In this section, the Consultant must indicate the target growth for years 2024,2025 and 2026 and the proposed approach and methodology to attain these growth objectives. Please refer to MTPA market projections at Section 5, under Terms of Reference (Sub-Section C: Challenges).

1. The Consultant must also submit **two separate and detailed Public Relations Plans** along with its technical proposal covering the periods:
  - a) 01 May 2024 to 31 October 2024
  - b) 01 November 2024 to 30 April 2025

The plans should outline the vision, objectives, strategies and projects. The projects must be original and innovative and have highest capabilities to generate growth.

2. The two Public Relations Plan must include PR projects, Key Productivity Indicators for each project, implementation time schedules, according to the following template:

**(i) 01 May 2024 to 31 October 2024**

S.N	Projects / Activities	Month Start Time	Targets	Objectives	Expected Output/KPIs
1					
1a					
1b					
1c					

**(ii) 01 November 2024 to 30 April 2025**

S.N	Projects / Activities	Month Start Time	Targets	Objectives	Expected Output/KPIs
1					
1a					
1b					
1c					

**The MTPA reserves the right to modify the Public Relations Plans during the implementation stage within the total indicative budget. The Consultant shall be notified in advance.**

**The Consultant shall not modify the approved PR Plans unless prior written approval of MTPA is obtained.**

**The budget for subsequent year of contract (if applicable) will be communicated to the consultant and the PR plans for the corresponding period must be submitted within two weeks.**

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

[illegible]

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

---

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

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

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

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

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

6. **Membership of Professional Associations:** \_\_\_\_\_

7. **Other Training** *[Indicate significant training since degrees under 5 - Education were obtained]:* \_\_\_\_\_

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

9. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* \_\_\_\_\_

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

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

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

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

<b>11. Detailed Tasks Assigned</b>  <i>[List all tasks to be performed under this assignment]</i>	<b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b>  <i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i>  Name of assignment or project: _____ Year: _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____
---	---

**13. Certification:**

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

\_\_\_\_\_  
*[Signature of staff member or authorized representative of the staff]*

Date: \_\_\_\_\_  
*Day/Month/Year*

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

## Form TECH-7: (Monthly Market Report)

<b>MONTHLY MARKET REPORT</b> <b>MARKET: Reunion Island</b>	
<b>MONTH UNDER CONSIDERATION:.....</b>	
<b>DATE:.....</b>	
<b>1.</b>	<b>MARKET TRENDS</b>  I. MONTHLY FORWARD BOOKING REPORT (covering three months)  II. COMPARISON OF CURRENT MONTHLY ARRIVALS AND KPI RESULTS TO THE PREVIOUS PERIOD  III. ROOT CAUSE ANALYSIS FOR DECREASE OR INCREASE IN KPI RESULTS AS COMPARED TO PREVIOUS PERIOD  IV. COUNTER MEASURE PROPOSALS TO REVERSE ANY NEGATIVE TRENDS AND/OR KPI RESULTS
<b>2.</b>	<b>MARKET RESEARCH: MARKET CONDITION AND MARKET OUTLOOK SUPPORTED BY ESTABLISHED QUANTITATIVE AND QUALITATIVE DATA</b>



A.	<p><b>MARKET CONDITION: AIRLINE REPORTS FOR 3 MONTHS</b></p> <p>I. AIRLINE BOOKING SITUATION FOR CURRENT MONTH:</p> <p>II. AIRLINE BOOKING SITUATION FOR SUCCEEDING MONTHS:</p> <p>III. MARKET FEEDBACK BY TOUR OPERATORS ON BOOKING SITUATION FOR CURRENT AND SUCCEEDING MONTHS</p> <p>IV. ANY FLIGHT CANCELLATION TO MAURITIUS (To specify flight and date)</p>
B.	<p><b>MONITORING MARKET COMPETITION/COMPETITOR ANALYSIS</b>  <i>(advertising campaign of competitors, visuals used by competitors, pricing strategies, tourist arrivals of previous month to competing destinations)</i></p>
C.	<p><b>MARKET OUTLOOK:</b>  <i>How does the succeeding month look in terms of destination visibility and bookings for Mauritius</i></p>
D.	<p><b>EMERGING PROBLEMS (RED MARKET SIGNALS) AND PROPOSED SOLUTIONS</b></p>
E.	<p><b>ANALYTICAL CONCLUSIONS</b></p>
3.	<p><b>DIGITAL ACTION: REPORTS</b></p>
A.	<p>OTA ACTIONS</p>
B.	<p>ONLINE ADVERTISING ACTIONS</p>

C.	SOCIAL MEDIA ACTIONS (Submission of monthly Social Media plan for forthcoming month)
D.	INFLUENCER/BLOGGER ACTIONS
E.	ONLINE ASSETS CREATED (microsites, social media profiles, etc.)
<b>4.</b>	<b>REGULAR MEETINGS WITH TRAVEL TRADE</b>
A.	LIST OF TOUR OPERATORS & TRAVEL AGENTS MET: {To enclose: List of persons met with corresponding email addresses, telephone numbers}
B.	DATE(S) OF MEETING(S):
C.	AGENDA/TOPICS DISCUSSED/FOLLOW-UP ON DISCUSSIONS:
D.	PROMOTIONAL MATERIALS DISTRIBUTE - Images displayed and forwarded to MTPA
E.	SUMMARISE HEREUNDER OUTCOMES OF DISCUSSIONS/PROBLEM AREAS AND REMEDIAL ACTIONS WHERE APPLICABLE:
<b>5.</b>	<b>TRAINING CONDUCTED WITH TRAVEL TRADE (TRAINING DETAILS)</b>
A.	NUMBER OF TRAVEL AGENTS TRAINED: {To enclose complete list of persons trained with corresponding email addresses and telephone numbers}
B.	SUMMARISE HEREUNDER CONTENTS & TYPE (online, offline), OF TRAINING IMPARTED AND OUTCOMES: <i>{for offline training, to submit pictures and attendance sheet}</i>
C.	PERFORMANCE MONITORING IN SUCCEEDING MONTHS OF THOSE TRAINED: Number of booking made per person trained in succeeding month/s
<b>6.</b>	<b>ACTIVITIES WITH MEDIA</b>

A.	NUMBER OF PRESS RELEASES – ONLINE <i>To include snapshot of all press releases with visible URL address</i>					
B.	NUMBER OF PRESS RELEASES – OFFLINE <i>To include proofs</i>					
C.	PLACEMENT OF ARTICLES ON THE DESTINATION IN THE PRINT MEDIA:					
	I. NUMBER OF ARTICLES PLACED – To submit samples					
	Date	Publication	Publication Type	Title of Article	Summary	Circulation/Listener/Viewer/Online User
	II. NAME OF PRINT MEDIA & ISSUE NUMBER:					
D.	ANY RADIO BROADCAST/ADVERTISEMENT (as per approved media schedule)					
E.	ANY TV BROADCAST/ADVERTISEMENT ON TV, BILLBOARD, ETC (as per approved media schedule)					
F.	ANY PRINT ADVERTISEMENT (as per approved media schedule)					
G.	ANY EVENT/ACTIVITY ORGANISED (WORKSHOPS, ROADSHOWS/FAIRS/CO-BRANDING WINDOW DRESSING, ETC)					
	As regards workshops, list of attendees (names and addresses) to be enclosed					
	Publication		Journalist/Partner		Activity description	
	PLEASE SUMMARISE HEREUNDER THE EVENT/ACTIVITY:					
7.	<b>ACTIVITIES WITH TOUR OPERATORS</b>					

A.	NUMBER OF PRESS RELEASES – ONLINE <i>To include proofs/screenshots</i>																	
B.	NUMBER OF PRESS RELEASES – OFFLINE <i>To include proofs</i>																	
C.	<p>PLACEMENT OF ARTICLES ON THE DESTINATION IN THE PRINT MEDIA:</p> <p>III. NUMBER OF ARTICLES PLACED – To submit samples</p> <table border="1"> <thead> <tr> <th>Date</th><th>Publication</th><th>Publication Type</th><th>Title of Article</th><th>Summary</th><th>Circulation/Listener/Viewer/Online User</th></tr> </thead> <tbody> <tr> <td></td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table> <p>IV. NAME OF PRINT MEDIA &amp; ISSUE NUMBER:</p>						Date	Publication	Publication Type	Title of Article	Summary	Circulation/Listener/Viewer/Online User						
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Publication	Journalist/Partner	Activity description																
8.	<b>ACTIVITIES WITH TRAVEL AGENTS</b>																	

A.	NUMBER OF PRESS RELEASES – ONLINE To include proofs/screenshots											
B.	NUMBER OF PRESS RELEASES – OFFLINE To include proofs											
C.	PLACEMENT OF ARTICLES ON THE DESTINATION IN THE PRINT MEDIA:											
	I. NUMBER OF ARTICLES PLACED – To submit samples											
	Date	Publication	Publication Type	Title of Article	Summary	Circulation/Listener/Viewer/Online User						
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	As regards workshops, list of attendees (names and addresses) to be enclosed											
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<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>												
PLEASE SUMMARISE HEREUNDER THE EVENT/ACTIVITY:												
9.	<b>ACTIVITIES WITH CONSUMERS</b>											

A.	NUMBER OF PRESS RELEASES – ONLINE <i>To include proofs/screenshots</i>																	
B.	NUMBER OF PRESS RELEASES – OFFLINE <i>To include proofs</i>																	
C.	PLACEMENT OF ARTICLES ON THE DESTINATION IN THE PRINT MEDIA:  II. NUMBER OF ARTICLES PLACED – To submit proofs <table border="1"> <thead> <tr> <th>Date</th> <th>Publication</th> <th>Publication Type</th> <th>Title of Article</th> <th>Summary</th> <th>Circulation/Listener/Viewer/Online User</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> NAME OF PRINT MEDIA & ISSUE NUMBER:						Date	Publication	Publication Type	Title of Article	Summary	Circulation/Listener/Viewer/Online User						
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Publication	Journalist/Partner	Activity description																

10.	<b>ANY PRESS/FAM TRIP ORGANISED:</b> {To give details} I. Name & designations: II. Media: III. Themes covered: IV. Publication/broadcast dates, air tickets funding – accommodation, partnerships  <b>STAKEHOLDERS INVOLVED:</b>
11.	<b>TO REPORT WHETHER PR PLAN/BUDGET IS AS SCHEDULED</b>
12.	<b>REMARKS</b> (Any emerging opportunities not related to the PR Plan for the industry over the next 3 months)

**DOCUMENT TO BE SIGNED BY ALL TEAM MEMBERS (TEAM COMPOSITION DEFINED AT TECH-5):**  
 (to be customised)

NAME 1	DESIGNATION	SIGNATURE
NAME 2	DESIGNATION	SIGNATURE
NAME 3	DESIGNATION	SIGNATURE
NAME 4	DESIGNATION	SIGNATURE

**Notes:**

1. Above report to be submitted to MTPA on a monthly basis, by the 5<sup>th</sup> date of the following month.
2. Payment of the monthly retainer fee shall be paid upon submission of satisfactory monthly report.
3. Incomplete report will not be considered.

**Form TECH-8 Not Applicable**

N°	Activity <sup>1</sup>	Months <sup>2</sup>												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

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



## Section 4. Financial Proposal - Standard Forms

*(Forms Fin 1 to Fin 5 should be inserted in a separate envelope marked “Financial Proposal”)*

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

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

Form FIN-1: Financial Proposal Submission Form .....	50
Form FIN-2: Summary of Costs .....	52
Form FIN-3: Breakdown of Costs by Breakdown of Costs by Projects .....	53
Form FIN-3: Breakdown of Costs by Breakdown of Costs by Projects .....	54
Form FIN-4: Breakdown of Reimbursable Expenses .....	55
Form FIN-5: Management Fee for Special Assignments .....	56
Appendix: Payment Terms and Conditions .....	57

## Form FIN-1: Financial Proposal Submission Form

---

Date: .....

The Director  
Mauritius Tourism Promotion Authority  
4<sup>th</sup> floor, Victoria House  
St. Louis Street  
Port- Louis

Dear Sir

- (a) We, the undersigned, offer to provide the consulting services for PR Services in Reunion Island in accordance with your Request for Proposal dated 26 February 2024 and our Technical Proposal. Our attached Financial Proposal is for the lump sum of [*Insert amount(s) in words and figures*<sup>1</sup>] for period of 01 May 2024 to 30 April 2025. This amount is inclusive of VAT and all applicable taxes and charges.
- (b) Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.
- (c) No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution.
- (d) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:
  - i. We shall not, directly or through any other person or firm, offer, promise or give to any of the clients' employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - ii. We shall not enter with other applicants into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - iii. We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

#### Section 4 – Financial Proposal – Standard Forms

---

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

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

We remain,

Yours faithfully,

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

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

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

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

---

1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

## Form FIN-2: Summary of Costs

Item	Costs (Euro)
Total Cost of projects (1 May 2024 to 31 October 2024) - <b>A</b>	
Total Reimbursables / Retainer fee (1 November 2024 to 30 April 2025) - <b>B</b>	
<b>Total (A + B)</b> <i>not to exceed Euro 240,000</i>	

**Note: Proposals in excess of the available budget shall be rejected. See Instructions to Consultant, para 5.8)**

## Form FIN-3: Breakdown of Costs by Breakdown of Costs by Projects

**A. PR Plan** (1 May 2024 to 31 October 2024) – each project must be supported with detailed cost breakdown.

Projects	Month Start Time	Targets	Objectives	Expected Output/ KPIs	Cost breakdown (EUR)	Grand Total (EUR)
<b>Project 1</b>	xxx	xxx	xxx	xxx		
Component 1(a)					xxx	
Component 1(b)					xxx	
Component 1 (c)					xxx	
Component 1 (d) etc					xxx	XXXX
<b>Project 2</b>						
Component 2 (a)					xxx	
Component 2 (b)					xxx	
Component 2 (c)					xxx	
Component 2 (d) etc					xxx	XXXX
<b>Total (A)</b>						

### Form FIN-3: Breakdown of Costs by Breakdown of Costs by Projects

**B. PR Plan** (1 November 2024 to 30 April 2025) – each project must be supported with detailed cost breakdown.

Projects	Month Start Time	Targets	Objectives	Expected Output/ KPIs	Cost breakdown (EUR)	Grand Total (EUR)
<b>Project 1</b>	xxx	xxx	xxx	xxx		
Component 1(a)					xxx	
Component 1(b)					xxx	
Component 1 (c)					xxx	
Component 1 (d) etc					xxx	XXXX
<b>Project 2</b>						
Component 2 (a)					xxx	
Component 2 (b)					xxx	
Component 2 (c)					xxx	
Component 2 (d) etc					xxx	XXXX
<b>Total (B)</b>						

## Form FIN-4: Breakdown of Reimbursable Expenses

*Information to be provided in this Form shall only be used to establish payments of Monthly Retainer Fees to the Consultant and which shall remain firm and fixed for the whole contractual period:*

Retainer Fees (including administrative costs and salaries)		Monthly Amount (Euro)
S/N	Monthly Fixed Costs (Dedicated Costs to MTPA)	
1.	<b>Salary / Wages</b> (all personnel assigned to Mauritius, as per approved team composition: e.g Accounts Manager, Dedicated Trade Specialist, Digital Marketing Specialist etc)	
2.	<b>Phone and Sales Call</b> (tour operators, press trips, etc. including roaming charges)	
3.	<b>Booking arrangements and services for air tickets and accommodation for PR representatives attending workshops, fairs, roadshows*, cost of transfers and parking charges*</b>	
4.	<b>Other costs</b> (Telephone, Mobile, Roaming, Printing, Rental of office, Rental of equipment, Stationery, Business Cards)	
5.	<b>Press Clipping costs</b>	
6.	<b>Mailing costs</b> (Postage, Fax, Packaging, Courier cost) to head office	
7.	<b>Overheads</b> (Electricity, Water, Rates)	
8.	<b>Trade Training Costs</b>	
9.	<b>Reporting costs</b> (Drafting, Printing costs, Courier costs)	
10.	Entertainment of media and trade partners including tipping	
11.	Minor Research Costs (details of research work contained in the Monthly Report)	
12.	<b>TOTAL COSTS</b> ( <i>Monthly retainer fee should not exceed Euro 7,800</i> )	

*\*cost of tickets and accommodations excluded*

### Notes:

- All fees, salaries and working hours related to the projects proposed in the PR plans are included in the Retainer fees.
- Costs of train/ air tickets and accommodations for PR Representatives will be reimbursed but no management fee will be allowed on such expenditures.

## **Form FIN-5: Management Fee for Special Assignments**

---

*Information to be provided in this Form shall be used to establish payments for any special assignment requested by MTPA not included in the respective budgets specified at 3.3 (b) of the Data Sheet. A separate budget will be provided by MTPA for special assignments.*

### **SPECIAL ASSIGNMENTS: Management of Tourism Fairs and Roadshows**

The Consultant may be required to:

- (i) plan, implement and provide maximum assistance for the collective participation of local tourism industry stakeholders in the tourism fair.
- (ii) conceive, organise and conduct roadshows if required, involving both local and overseas tourism industry partners, as well as the media representatives in the market and other assignments such as co-branding event.

**Note:** For these Special Assignments at (i) & (ii) above, the bidder must quote for the standard rate of Management Fee as a percentage of project value which will include the workload. **This standard rate of Management Fee for the Special Assignment will apply for the whole contractual period.**

**The Management fee shall not be payable on cost of train/air tickets and on accommodations for PR representative(s).**

The number and frequency of special assignments will vary with respect to MTPA's strategy that might be adopted.

**The maximum permissible management fee shall be 10%.**

### **Bidder to quote**

**For Special Assignment as defined above, the Standard rate of Management Fee as a percentage of project value will be .....(%)**



## **Appendix: Payment Terms and Conditions**

---

### **1. Monthly Retainer Fee**

Out of the budget earmarked for Public Relations services, a fixed **monthly** retainer fee shall be paid to the Consultant upon receipt of an original invoice accompanied by the monthly report, as per the template provided (Tech 7).

The account is: for foreign currency: Euro

Payments shall be made according to the following schedule:

### **2. Payment Modalities for PR Projects**

The MTPA shall effect advance payment to the Consultant for PR projects as per approved PR plan. Payment will be disbursed in the ratio 40:40:20 upon submission of an **Advance Payment Guarantee** representing 40% of the cost of projects as follows:

#### **First downpayment**

The first down payment representing 40 % of the total cost of projects will be disbursed at signature of contract and upon submission of an Advance Payment Guarantee, representing projects conducted for 6 months (1 May to 31 October 2024), accompanied by an invoice.

#### **Second downpayment**

The second downpayment will be effected to the Consultant after six months.

The Consultant shall submit a financial report to the MTPA containing all proofs of payments, third party invoices and other supporting documents for projects carried out during the first six months, by the 15<sup>th</sup> day of the following month, at latest.

#### **Third and final payment**

A second financial report shall be submitted to the MTPA for projects carried out during the last six months of the contract by the 15<sup>th</sup> day of the following month, at latest.

Final payment of the remaining 20% will be released after both reports submitted have been examined, reconciled and found to be in order.

Where proofs of payment are not in English or French, same must be accompanied by a certified translation.

The same arrangements will prevail upon any renewal of contract unless otherwise agreed between both parties.

### **3. Payment for Special Assignments**

Separate Contracts will be signed between Consultant and MTPA for any special assignments. 70% of the total cost of the project will be paid to the Consultant at the signature of contract and the remaining 30%, after the successful completion of the event/project and submission of proofs, third party invoices and supporting documents.

The management fee payable for special assignments shall be ....% as quoted by bidder.

**4. Retainer Fees**

- 4.1 Monthly retainer fees as quoted by bidder shall be affected upon submission of invoice accompanied by the Monthly Report as per template at Tech-7 and to the satisfaction of the MTPA, by the 5<sup>th</sup> date of the following month. Incomplete report will not be considered.

**5. Advance Payment Guarantee**

- 5.1 The Advance Payment Guarantee shall be submitted to the MTPA at signature of contract as per template at Appendix D for 40% of the total cost of the approved projects. The Advance Payment Guarantee shall remain valid until one month after the validity date of the contract.

*[Name of Consulting Firm]*

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

\_\_\_\_\_  
Date

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

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

---

## Section 5. Terms of Reference

### A. Background

#### Highlights on Mauritian Tourism Industry

The tourism industry is an essential component of the Mauritian economy and is estimated to have accounted for 7.9% of GDP and 19.1% of total employment in 2019. 1,295,000 tourist arrivals were recorded in 2023 generating tourism earnings of Rs 87 billion.

The objective for the year 2024 is to attract 1.4 million tourists who will bring in some Rs. 100 billion.

#### Importance of Reunion market

Since the beginning of 2023, Reunion Island was ranked the second most important market after France, and from July 2023 it has become the third most important Market after France (1<sup>st</sup>) and UK (2<sup>nd</sup>).

- ➔ The “*Maurice Sans passeport*” initiative has triggered demand and boosted tourist arrivals from Reunion since the measure was announced last year. Growth will be sustained with the extension of the measure to June 2024.

Number since January 2023 compared to 2019 level:

	Jan	Feb	March	April	May	<i>June</i>	<i>July</i>	<i>Aug.</i>	<i>Sept.</i>	<i>Oct</i>	<i>Nov</i>	<i>Dec</i>	<i>Jan-Dec</i>
2019 (pre-covid)	17824	4661	12 635	7 267	14 623	6737	17055	10 316	7 489	16 621	6831	15511	137,570
2022	121	321	3 569	2 470	6 517	3 492	9 486	6 301	4 500	12 862	6864	16833	73,336
2023	<b>17 778</b>	<b>4 616</b>	<b>12 385</b>	<b>6 557</b>	<b>15 309</b>	<b>5 795</b>	16384	<b>9 595</b>	<b>6 079</b>	<b>14864</b>	<b>6683</b>	<b>18,177</b>	<b>134,222</b>

### B. MTPA main objectives for Travel Trade

- Positioning of the destination:
  - Through Travel Trade communication and PR, promote Mauritius as:
    - the most preferred proximity destination for Reunionese
    - a safe and secure destination;
    - a destination offering a variety and diversity of experiences;
    - the island destination of choice for both holidays and longer stays;
    - a destination that has understood the changing patterns within the Travel Trade in the context of Covid-19 and focus on sustainable tourism

- Prepare and initiate innovative actions that would generate high impact PR results.
- Reinforce our position within the higher value segments.
- Focus on business development of growth segments namely sports, wedding, luxury, golf and MICE across Reunion Island including Pierrefonds.
- Intensify our presence in the Travel Trade media and on digital platforms.
- Organize high-impact PR activities to support the travel trade and continuously raise awareness of the destination among new customers and segments.
- Create events that will enrich the image of Mauritius among the trade and ultimately the consumers.
- Network / collaborate with a view to expand the distribution channel and motivate the existing one.
- Organize PR activities that would reinforce our proximity to the travel trade and consumers;
- Gather market intelligence on market and customer to adapt to trends and changes in visitors buying behaviour.
- Keep the travel trade informed of the capacity of Mauritius.

#### **C. Challenges**

- Target and develop the different segments: Family, Honeymoon, Wedding, Golf, Sports and Adventure, Digital Nomads; Retirees; MICE and promote Spiritual tourism;
- Price sensitive market visitors looking for quality, diversity and value for money.
- Cost of travels

#### **D. Air Services**

- MK and Air Austral are operating daily flights and will increase capacity during peak periods (e.g., March and May vacations) from Roland Garros  
Pierrefonds Airport has been operating 2 weekly flights with Air Austral since November 2022.
- A third flight will be operating from December 19<sup>th</sup> till January 16<sup>th</sup> during peak season.

#### **E. Scope of Services**

Marketing and Public Relations with the travel trade, travel media and consumers in tourism markets; business development to generate arrivals from diverse segments in different regions of Reunion; consumer promotions; promotion through high-caliber events and through celebrities; e-promotion; window-dressing campaigns; participation in fairs, workshops and roadshows; and other activities.

**1. Formulate Travel Trade Marketing and PR objectives & plans:**

- Formulate and implement the PR plan as submitted in TECH-4 and provide comprehensive intelligence report on market trends.
- Organise high impact PR activities to support the travel trade, and continuously raise awareness of the destination among existing and new customers.
- Develop niche markets and MICE segments.
  - ✚ *KPIs: timely submission of plan for approval, and subsequent implementation as per budgets approved for each project and in strict compliance with signed contract.*

**2. Market watch: Travel trade market condition and market outlook**

**Assessment of market condition:**

- Airline booking situation for the current month.
- Forward airline booking situation for succeeding months, as far as visibility allows.
- Market feedback by tour operators on booking situation for current and succeeding months.
- Flight cancellation, where applicable
  - ✚ *KPIs: submission of figures for each criterion*

**Market trends:**

Monitoring market competition (advertising campaigns of competitors, pricing strategies, tourist arrivals in previous months in competing destinations)

- ✚ *KPIs: submission of tourist arrival figures and advertising visuals and pricing practices of competitors*

**Market outlook:**

Destination visibility, market prospects problems and proposed solutions

- ✚ *KPIs: submission of report*

**Emerging Opportunities for the industry over the next months**

- ✚ *KPIs: submission of report specifying how to tap into opportunities*

**3. Regular meetings with travel trade**

- Schedule meetings with tour operators & travel agents
- Distribute promotional materials
  - ✚ *KPIs: outcomes of meeting/discussions and problem areas identified, attendance at meetings, number of promotional materials distributed, number of tour operators and travel agents met per month.*

#### **4. Training conducted with travel trade**

- Conduct training with travel trade – both online and offline
- Organise seminars, workshops and events for tour operators
- Arrange visits to Mauritius for tour operators
  - ✚ *KPIs: number of travel agents trained, contact list, training outcomes, performance monitoring of those trained and number of bookings made per person trained)*

#### **5. Activities with travel media, tour operators, travel agents and consumers (B2B & B2C)**

- Prepare and issue press releases both online and offline
- Placement of articles about the destination in the print media
- Radio broadcast
- Television broadcast
- Digital platforms
- Advertorials
- Organization of Educational Trips
- Training of Travel Agents
- Production of Sales Manuals, brochures, maps, posters etc.
  - ✚ *KPIs: number of press releases and articles placed, samples, press clippings on CDs, circulation/listenership/viewership/online user*
  - ✚ *Number of trips organized, number of agents trained, number of collaterals distributed*

#### **6. Participation in tourism fairs, roadshows, workshops and window dressing**

- Selection and appointment of stand constructor for concept, design, construction and decoration of the Mauritian stand for fairs following tendering procedures and according to requirements and specifications (project brief to be prepared by Client)
- Advise on stand and venue branding (visuals, decoration)
- Plan, implement and provide assistance for the collective participation of tourism industry stakeholders
- Organize events including logistics, venue, catering, provision of equipment, invitations, press conferences
- Participation in high-profile events that will create huge visibility and impact
- Provide assistance in respect of brochures, posters, displays, films and promotional items
  - ✚ *KPIs: number of visitors/participants, list of contacts, visibility, follow-up actions post event.*

## 7. Press Trips

- Identify relevant journalists and organize media trips
  - Design itinerary
  - Coordinate during and after the return of journalists
  - Distribute of high quality materials to media.
  - Maximize and monitor media coverage
  - Distribute press kits
  - Press clippings/media tracking
- ✚ *KPIs: quality and extent of coverage per journalist, analysis and follow-up of press trip in terms of coverage and satisfaction of journalists, number of articles in the travel trade press.*

## 8. E-marketing actions

- Establish and maintain close relations with targeted websites for the effective implementation of e-marketing strategies.
  - Participate in online marketing and advertising campaigns to increase the visibility of the destination.
  - Promote the destination through various online channels, including partnerships with other websites, paid campaigns and social networks.
  - Intensify the presence of the destination online.
- ✚ *KPIs: engagement with consumers across relevant social media and traffic acquisition to relevant destination websites.*

## 9. Communications

- Act as an information dissemination body
  - Direct mailing: compile and update mailing list
  - Media tracking
  - Act as official representative of MTPA during events.
  - Crisis communication: act as a watchdog and
- ✚ *KPIs: number of queries answered, contact lists, number of media coverage tracked, number of interviews conducted, and number of events attended.*

## 10. Research

- Conducting market research and surveys
  - Developing market intelligence: in-depth study of destination market trends, competitor analysis, and evaluation of promotional efforts.
- ✚ *KPIs: submission of research findings, and quality of the findings and of recommendations made.*

## 11. Reporting

- Monthly Market Reports
- Bi-annual financial reports
- 🚦 *KPIs: timely submission of the reports*

**Note: The monthly market report template contains several KPIs (copy enclosed at Tech-7).**

### F. Team Composition and Qualification Requirements for the Key Experts

#### **PR Team**

- (a) Account Manager
- (b) Dedicated B2B Trade specialist

#### **E-Marketing** (Inhouse digital department)

- (a) Digital Marketing Specialist

### G. Contract Period

The Contract will be for an initial period of one year effective as from 01 May 2024 with possibility for annual renewal up to a maximum of three years, until 30 April 2027. **Annual renewals will depend on the best interests of MTPA, funding and the consultant performance based on its KPIs. All renewals shall be in writing and will be communicated to the consultant two months before expiry of annual contract.**

### H. Client's Input and Counterpart Personnel

MTPA will provide (where applicable)

- a) Artworks and banners
- b) Access to MTPA media library (Photographs, videos, footage, content)

MTPA has a dedicated desk officer for the Reunion market.

The Consultant will also be required to interact with the E-Marketing, Finance and Administration Departments.



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## Section 6. Standard Forms of Contract

### Foreword

**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.

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.



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

**Project Name: Public Relation Services in Reunion Island**

**Contract No. OAB/MTPA/2/2024**

**Assignment Title: Selection of Consultant for PR Services  
in Reunion Island**

**between**

**MAURITIUS TOURISM PROMOTION AUTHORITY  
(MTPA)**

**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]*

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*[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) “Contract price” means the price to be paid for the performance of the Services, in accordance with Clause 38
- (f) “Day” means a calendar day unless indicated otherwise.
- (g) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (h) “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.
- (i) “Foreign Currency” means any currency other than Mauritian Rupees.
- (j) “GCC” means these General Conditions of Contract.
- (k) “Government” means the Government of Mauritius.
- (l) “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.

- (m) “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.
- (n) “Local Currency” means Mauritian Rupees.
- (o) “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.
- (p) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (q) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (r) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (s) “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.
- (t) “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**

10.2 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 <b>SCC</b> 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 <b>SCC</b> , 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 <b>SCC</b> .   |
| 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 <b>SCC</b> .   |
| 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.   |

## 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) 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) 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) days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) days' written notice in case of the event referred to in (e); and at least five (5) days' written notice in case of the event referred to in (f):

- (a) If the Consultant commits a material breach or 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) days;
- (e) If the Client, upon a determination that because of changed circumstances the continuation of the contract is not in the public interest, 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) 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) 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) 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) 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 Obligations** 19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract 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.
- 19.1.7. The Consultant will not be entitled to recover anticipated profits on the completion of the contract.

## **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 Client'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 Client'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.

	<p>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.</p>
<p><b>b. Consultant and Affiliates Not to Engage in Certain Activities</b></p>	<p>21.1.3 Unless otherwise specified in the <b>SCC</b>, 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.</p>
<p><b>c. Prohibition of Conflicting Activities</b></p>	<p>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.</p>
<p><b>d. Strict Duty to Disclose Conflicting Activities</b></p>	<p>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.</p>
<p>22. Confidentiality</p>	<p>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.</p>
<p>23. Liability of the Consultant</p>	<p>23.1 Subject to additional provisions, if any, set forth in the <b>SCC</b>, the Consultant's liability under this Contract shall be provided by the Applicable Law.</p>
<p>24. Insurance to be taken out by the Consultant</p>	<p>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 <b>SCC</b>, 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.</p>



Section 6. Conditions of Contract and Contract Forms (Lump-Sum)

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 <b>Appendix B</b> .   |
| 30. Replacement of Key Experts            | <p>30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.</p> <p>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.</p>   |
| 31. Removal of Experts or Sub-consultants | <p>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.</p> <p>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.</p> <p>31.3 Any replacement of the removed Experts or Sub-consultants shall possess equivalent or better qualifications and experience and shall be acceptable to the Client.</p> <p>31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.</p> |

## **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) days after receipt of the final report by the Client unless the Client, within such ninety (90) 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.<sup>1</sup> 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 party<sup>2</sup>;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation<sup>3</sup>;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>4</sup>;
- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>5</sup>;
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially 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

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

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

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

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

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

- (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<sup>b</sup>, 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](http://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 the relevant authority(ies) and in addition can initiate disciplinary actions. Furthermore, such proposal shall be rejected.

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



### III. Special Conditions of Contract

*[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	<b>The Contract shall be construed in accordance with the law of Mauritius.</b>
4.1	<b>The language is:</b> _____ <i>[insert the language]</i> .
6.1 and 6.2	<b>The addresses are</b> <i>[fill in at negotiations with the selected firm]:</i>  Client : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted): _____  Consultant : _____ _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____
8.1	<i>[If the Consultant consists only of one entity, state “N/A”;            OR            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> <b>The Lead Member on behalf of the JV is</b> _____ _____ <i>[insert name of the member]</i>
9.1	<b>The Authorized Representatives are:</b>  <b>For the Client:</b> <i>[name, title]</i> _____  <b>For the Consultant:</b> <i>[name, title]</i> _____
11.1	<i>[Note: If there are no effectiveness conditions, state “N/A”]</i> OR <i>List here any conditions of effectiveness of the Contract, e.g., receipt by the Consultant of an advance payment, and by the Client of an advance payment guarantee (see Clause SCC45.1(a)), etc.]</i>

	<p><b>The effectiveness conditions are the following:</b> <i>[insert “N/A” or list the conditions]</i></p>
<b>12.1</b>	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p><b>The time period shall be</b> _____ <i>[insert time period, e.g.: four months].</i></p>
<b>13.1</b>	<p><b>Commencement of Services:</b></p> <p><b>The number of days shall be</b> _____ <i>[e.g.: ten].</i></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>
<b>14.1</b>	<p><b>Expiration of Contract:</b></p> <p><b>The time period shall be</b> _____ <i>[insert time period, e.g.: twelve months].</i></p>
<b>21 b.</b>	<p><b>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</b></p> <p>Yes_____ No _____</p>
<b>23.1</b>	<p><b>No additional provisions.</b></p> <p><i>[OR</i></p> <p>The following limitation of the Consultant’s Liability towards the Client can be subject to the Contract’s negotiations:</p> <p>“Limitation of the Consultant’s Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</p>

	<p>(b) This limitation of liability shall not</p> <ul style="list-style-type: none"> <li>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</li> <li>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the <i>[insert "Applicable Law", if it is the law of the Client's country, or insert "applicable law in the Client's country", if the Applicable Law stated in Clause SCC1.1 (b) is different from the law of the Client's country]</i>.</li> </ul> <p><i>[Notes to Public Body: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant's liability under the Contract should be carefully scrutinized by the Client prior to accepting any changes to what was included in the issued RFP.]</i></p> <p><i>In this regard, any limitation of the Consultant's liability should at the very least be reasonably related to (a) the damage the Consultant might potentially cause to the Client, and (b) the Consultant's ability to pay compensation using its own assets and reasonably obtainable insurance coverage. The Consultant's liability shall not be limited to less than a multiplier of the total payments to the Consultant under the Contract for remuneration and reimbursable expenses. <u>A statement to the effect that the Consultant is liable only for the re-performance of faulty Services is not acceptable.</u> Also, the Consultant's liability should never be limited for loss or damage caused by the Consultant's gross negligence or willful misconduct.</i></p> <p><i>The Client should not accept a provision to the effect that the Client shall indemnify and hold harmless the Consultant against Third Party claims, except, of course, if a claim is based on loss or damage caused by a default or wrongful act of the Client to the extent permissible by the law applicable in the Client's country.]</i></p>
<p><b>24.1</b></p>	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p><i>[Delete what is not applicable except (a)].</i></p> <p><b>(a) Professional liability insurance, with a minimum coverage of _____</b> <i>[insert amount and currency which should be not less than the total ceiling amount of the Contract];</i></p>

	<p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in the Client's country"]</i>;</p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in the Client's country"]</i>;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
<b>27.1</b>	<i>[If applicable, insert any exceptions to proprietary rights provision_____]</i>
<b>27.2</b>	<p><i>[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:</i></p> <p><b>[The Consultant shall not use these <i>[insert what applies.....documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the Client.]</b></p> <p><i>[OR]</i></p> <p><b>[The Client shall not use these <i>[insert what applies..... documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the Consultant.]</b></p> <p><i>[OR]</i></p> <p><b>[Neither Party shall use these <i>[insert what applies..... documents and software.....]</i> for purposes unrelated to this Contract without the prior written approval of the other Party.]</b></p>

Section 6. Conditions of Contract and Contract Forms (Lump-Sum)

<p><b><u>For lump sum contract</u></b>  <b>32.1</b>  <b>(a) through (e)</b></p> <p><b>Or</b>  <b><u>For Time-based contract</u></b>  <b>35.1 (a) through (e)</b></p>	<p><i>[List here any changes or additions to Clause GCC 32.1. If there are no such changes or additions, delete this Clause SCC 32.1.]</i></p> <p><i>Or</i></p> <p><i>[List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 35.1(f).]</i></p>
<p><b>32.1(f)</b></p>	<p><i>[List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 32.1(f).]</i></p>
<p><b>38.1</b></p>	<p><b>The Contract price is: _____</b> <i>[insert amount and currency for each currency as applicable] inclusive of [indicate: of local indirect taxes and taxes on the remunerations.</i></p>
<p><b>39.1 and 39.2</b></p>	<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 &amp; Sir Virgil Naz Streets, Port Louis, Mauritius  Tel: +230 207 6000 •Fax: +230 207 6053</p> <ul style="list-style-type: none"> <li>• Email: <a href="mailto:largetaxpayer@mra.mu">largetaxpayer@mra.mu</a></li> <li>• Website: <a href="http://mra.mu">http://mra.mu</a></li> </ul>

	<p><b>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:</b></p> <ul style="list-style-type: none"> <li><b>(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;</b></li> <li><b>(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;</b></li> <li><b>(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</b>  <b>(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.</b></li> </ul>
<p><b>41.2</b></p>	<p><b>Payment Schedule</b></p> <p>The MTPA shall effect advance payment to the Consultant for PR projects as per approved PR plan. Payment will be disbursed in the ratio 40:40:20 upon submission of an <b>Advance Payment Guarantee</b> representing 40% of the cost of projects as follows:</p> <p><b><u>First downpayment</u></b></p> <p>The first down payment representing 40 % of the total cost of projects will be disbursed at signature of contract and upon submission of an Advance Payment Guarantee, representing projects for period 1 May to 31 October 2024 accompanied by an original invoice.</p> <p><b><u>Second downpayment</u></b></p> <p>The second down payment will be effected to the Consultant after six months.</p> <p>The Consultant shall submit a financial report to the MTPA containing all proofs of payments, third party invoices and other supporting documents for projects carried out during the first six</p>

	<p>months, by the 15<sup>th</sup> day of the following month, at latest.</p> <p><b><u>Third and final payment</u></b></p> <p>A second financial report shall be submitted to the MTPA for projects carried out during the last six months of the contract by the 15<sup>th</sup> day of the following month, at latest.</p> <p>Final payment of the remaining 20% will be released after both reports submitted have been examined, reconciled and found to be in order.</p> <p>Where proofs of payment are not in English or French, same must be accompanied by a certified translation.</p> <p>The same arrangements will prevail upon any renewal of contract unless otherwise agreed between both parties.</p> <p><i>[Total sum of all installments shall not exceed the Contract price set up in SCC38.1.]</i></p>
<b>41.2.1</b>	<p><i>[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank/insurance payment guarantee should be in the same currency(ies)]</i></p> <p>The following provisions shall apply to the advance payment and the advance bank/insurance payment guarantee:</p> <ol style="list-style-type: none"> <li>(1) An advance payment [of <i>[insert amount]</i> in foreign currency] [and of <i>[insert amount]</i> in local currency] shall be made within <i>[insert number]</i> days after the receipt of an advance bank/insurance payment guarantee by the Client. The advance payment will be set off by the Client in equal portions against [list the payments against which the advance is offset].</li> <li>(2) The advance bank/insurance payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</li> <li>(3) The bank/insurance guarantee will be released when the advance payment has been fully set off.</li> </ol>
<b>41.2.4</b>	<p><b>The accounts are:</b></p> <p>for foreign currency: <i>[insert account]</i>.</p> <p>for local currency: <i>[insert account]</i>.</p>

42.1	<b>The interest rate is:</b> <i>[insert rate]</i> ....per annum
45.1	<p><i>[In contracts with foreign consultants, the Bank requires that the international commercial arbitration in a neutral venue is used.]</i></p> <p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <ol style="list-style-type: none"> <li>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> <li>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</li> <li>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris;</i></li> </ol> </li> </ol>



	<p><i>etc.].</i></p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country <i>[Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties]</i> or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant <i>[Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties];</i> or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither the Client's country nor the Consultant's country];</i></p>

Section 6. Conditions of Contract and Contract Forms (Lump-Sum)

	<ul style="list-style-type: none"><li>(b) the <i>[type of language]</i> language shall be the official language for all purposes; and</li><li>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</li></ul>
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## **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.”]

## 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]*<sup>1</sup> 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.

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<sup>1</sup> 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.

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 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]\_\_*,<sup>2</sup> 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.}*

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<sup>2</sup> 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.”