

# **REQUEST FOR PROPOSALS**

**RFPMAR2018/001**

## **Consultancy Services for Component 3**

- **Lot 1 - Review the Wetland Bill and to produce a final draft Bill ready for enactment including associated regulations**
- **Lot 2 – Development of Management and Action Plan for Pointe D’Esny Ramsar site and the Operational Plan for the Rivulet Terre Rouge Estuary Bird Sanctuary Ramsar site**

**under the**

**Project ID: 00096201/Award ID: 00090446**

**GEF funded “Mainstreaming Biodiversity into the Management of the Coastal Zone in the Republic of Mauritius” project**

**Mauritius**



**United Nations Development Programme**

**13 March 2018**

## Contents

<b>DATA SHEET .....</b>	<b>18</b>
<b>Table 2: Summary of Technical Proposal Evaluation Forms – Lot 1 .....</b>	<b>22</b>
Table 2(a): Expertise of the Firm/Organization .....	23
Table 2(b): Proposed Methodology, Approach and Work Plan .....	23
Table 2(c): Management Structure and Key Personnel.....	24
<b>Table 3: Summary of Technical Proposal Evaluation Forms – Lot 2.....</b>	<b>26</b>
Table 3(a): Expertise of the Firm/Organization .....	26
Table 3(b): Proposed Methodology, Approach and Implementation Plan .....	27
Table 3(c): Management Structure and Key Personnel.....	28
<b>Table 4. Expected duration of Lot 1 .....</b>	<b>32</b>
<b>Table 5: Schedule for payment of fees– Lot 1 .....</b>	<b>34</b>
<b>Table 6. Expected duration of Lot 2 .....</b>	<b>38</b>
<b>Table 7: Schedule for payment of fees – Lot 2 .....</b>	<b>40</b>
<b>Table 8: Cost Breakdown per Deliverables - Lot 1 .....</b>	<b>50</b>
<b>Table 9: Cost Breakdown per Deliverables - Lot 2 .....</b>	<b>51</b>
<b>Table 10: Cost Breakdown by Cost Component .....</b>	<b>51</b>

## **Section 1. Letter of Invitation**

Date: 13 March 2018

**RFP for: RFPMAR2018/001 Request for Proposal for Consultancy Services under Component 3 of Project ID: 00096201 & Award ID: 00090446**

- **Lot 1 - Review the Wetland Bill and to produce a final draft Bill ready for enactment including associated regulations**
- **Lot 2 – Development of Management and Action Plan for Pointe D'Esny Ramsar site and the Operational Plan for the Rivulet Terre Rouge Estuary Bird Sanctuary Ramsar site**

Dear Sir/Madam

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents:

- Section 1 – This Letter of Invitation
- Section 2 – Instructions to Proposers (including Data Sheet)
- Section 3 – Terms of Reference
- Section 4 – Proposal Submission Form
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer
- Section 6 – Technical Proposal Form
- Section 7 – Financial Proposal Form
- Section 8 – Contract for Professional Services, including General Terms and Conditions

Your offer, comprising a Technical and Financial Proposal, in separate sealed envelopes, should be submitted in accordance with Section 2. Please note that UNDP condition of contract contained in this offer will not be modifiable pre or post to award of tender. Negotiation **will not be** allowed.

Should you require further clarifications, kindly communicate with the contact person identified in the attached Data Sheet as the focal person for queries on this RFP.

UNDP looks forward to receiving your Proposal and thanks you in advance for your interest in UNDP procurement opportunities.

Yours sincerely,

Nishi Sewurn  
Operations Manager a.i  
United Nations Development Programme

## **Section 2: Instruction to Proposers**

### **Definitions**

- a) *“Contract”* refers to the agreement that will be signed by and between the UNDP and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) *“Country”* refers to the country indicated in the Data Sheet.
- c) *“Data Sheet”* refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) *“Day”* refers to calendar day.
- e) *“Government”* refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) *“Instructions to Proposers”* (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) *“LOI”* (Section 1 of the RFP) refers to the Letter of Invitation sent by UNDP to Proposers.
- h) *“Material Deviation”* refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and: (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNDP and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) *“Proposal”* refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) *“Proposer”* refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNDP through this RFP.
- k) *“RFP”* refers to the Request for Proposals consisting of instructions and references prepared by UNDP for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- l) *“Services”* refers to the entire scope of tasks and deliverables requested by UNDP under the RFP.
- m) *“Supplemental Information to the RFP”* refers to a written communication issued by UNDP to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.
- n) *“Terms of Reference”* (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to

the performance of the range of duties and services expected of the successful proposer.

## A. GENERAL

1. UNDP hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNDP in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNDP. UNDP is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNDP implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNDP is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See [http://www.undp.org/about/transparencydocs/UNDP\\_Anti\\_Fraud\\_Policy\\_English\\_FINAL\\_june\\_2011.pdf](http://www.undp.org/about/transparencydocs/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf) and [http://www.undp.org/content/undp/en/home/operations/procurement/procurement\\_protest/](http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/) for full description of the policies)
5. In responding to this RFP, UNDP requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNDP's interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
  - 5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;
  - 5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or
  - 5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNDP.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNDP and seek UNDP's confirmation on whether or not such conflict exists.

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following :

- 6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and
- 6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNDP Supplier Code of Conduct, which may be found at this link: <http://web.ng.undp.org/procurement/undp-supplier-code-of-conduct.pdf>

## **B. CONTENTS OF PROPOSAL**

### **9. Sections of Proposal**

Proposers are required to complete, sign and submit the following documents:

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8);
- 9.6 Any attachments and/or appendices to the Proposal.

## 10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNDP address indicated in the **Data Sheet** (DS no. 17). UNDP will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 10.2 UNDP shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.

## 11. Amendment of Proposals

- 11.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNDP may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

## C. PREPARATION OF PROPOSALS

### 12. Cost

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

### 13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNDP, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNDP.

### 14. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

## 15. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal as follows:

- 15.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.
- 15.2 Proposed Methodology, Approach and Implementation Plan – this section should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNDP requires may be transferred, immediately or eventually, by UNDP to the Government partners, or to an entity nominated by the latter, in accordance with UNDP's policies and procedures. All proposers are therefore required to submit the following in their proposals:

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
  - b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.
- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNDP that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNDP reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no



fault of the Proposer shall be made only with UNDP's acceptance of the justification for substitution, and UNDP's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNDP, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNDP as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
  - i. to sign the Contract after UNDP has awarded it;
  - ii. to comply with UNDP's variation of requirement, as per RFP clause 35; or
  - iii. to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

## 16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

## 17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following:

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or

- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

## **18. Documents Establishing the Eligibility and Qualifications of the Proposer**

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNDP's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNDP's list of suspended and removed vendors.

## **19. Joint Venture, Consortium or Association**

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNDP, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNDP. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNDP.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNDP as the most responsive Proposal that offers the best value for money, UNDP shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

## **20. Alternative Proposals**

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.

## **21. Validity Period**

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNDP and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

## **22. Proposer's Conference**

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNDP website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

# **D. SUBMISSION AND OPENING OF PROPOSALS**

## **23. Submission**

23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope MUST clearly indicate the name of the Proposer. The outer envelopes shall

bear the address of UNDP as specified in the **Data Sheet** (DS no.20) and shall include the Proposer's name and address, as well as a warning that state "*not to be opened before the time and date for proposal opening*" as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.

- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNDP's deadline for submission. UNDP shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNDP premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as "Original Proposal" and "Copy of Proposal" as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the "Original Proposal" and the "Copy of Proposal", the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNDP as attached hereto as Section 11.

## **24. Deadline for Submission of Proposals and Late Proposals**

Proposals must be received by UNDP at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNDP shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNDP after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

## **25. Withdrawal, Substitution, and Modification of Proposals**

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNDP, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNDP.
- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the

respective written notice. All notices must be received by UNDP prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or MODIFICATION".

25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.

25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

## **26. Proposal Opening**

UNDP will open the Proposals in the presence of an ad-hoc committee formed by UNDP of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNDP may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

## **27. Confidentiality**

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNDP for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNDP. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

## **E. EVALUATION OF PROPOSALS**

### **28. Preliminary Examination of Proposals**

UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP may reject any Proposal at this stage.

## 29. Evaluation of Proposals

29.1 UNDP shall examine the Proposal to confirm that all terms and conditions under the UNDP General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

29.2 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNDP in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.3 In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

**TP Rating** = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

Rating the Financial Proposal (FP):

**FP Rating** = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

Total Combined Score:

(TP Rating) x (Weight of TP, e.g. 70%)  
+ (FP Rating) x (Weight of FP, e.g., 30%)

**Total Combined and Final Rating of the Proposal**

29.4 UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

a) Verification of accuracy, correctness and authenticity of information provided by the

- Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
  - c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
  - d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
  - e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
  - f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNDP, where available; and
  - g) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.

### **30. Clarification of Proposals**

To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNDP's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.

### **31. Responsiveness of Proposal**

UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

### **32. Nonconformities, Reparable Errors and Omissions**

Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNDP may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNDP shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

If the Proposer does not accept the correction of errors made by UNDP, its Proposal shall be rejected.

## **F. AWARD OF CONTRACT**

### **33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals**

UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNDP's action. Furthermore, UNDP shall not be obliged to award the contract to the lowest price offer.

UNDP shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNDP policy on Vendor Sanctions. (See [http://www.undp.org/content/undp/en/home/operations/procurement/procurement\\_protest/](http://www.undp.org/content/undp/en/home/operations/procurement/procurement_protest/) for details).

Conditions of contract of UNDP are not modifiable pre or post to award of contract. Any request for change in the conditions of contract may render the proposal non responsive.

### **34. Award Criteria**

Prior to expiration of the period of proposal validity, UNDP shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

### **35. Right to Vary Requirements at the Time of Award**

At the time of award of Contract, UNDP reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.



### **36. Contract Signature**

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNDP.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNDP may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

### **37. Performance Security**

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNDP, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNDP.

### **38. Bank Guarantee for Advanced Payment**

Except when the interests of UNDP so require, it is the UNDP's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNDP, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNDP shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

### **39. Vendor Protest**

UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures:

<http://www.undp.org/procurement/protest.shtml>

## Instructions to Proposers

### DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

**Table 1: Data Sheet**

DS No.	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title:	Mainstreaming Biodiversity into the Management of the Coastal Zone in the Republic of Mauritius Project ID: 00096201 Award ID: 00090446
2		Title of Services/Work:	Lot 1 - Review the Wetland Bill and to produce a final draft Bill ready for enactment including associated regulations Lot 2 – Development of Management and Action Plan for Pointe D’Esny Ramsar site and the Operational Plan for the Rivulet Terre Rouge Estuary Bird Sanctuary Ramsar site
3		Country / Region of Work Location:	Mauritius
		Client	UNDP Mauritius
4	C.13	Language of the Proposal:	English
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	Allowed  Bidders can submit offers for any one or both Lots.  All the requirements must be included in the offer for each Lot. Bids containing partial lots will be considered incomplete and will not be accepted.
6	C.20	Conditions for Submitting Alternative Proposals	Shall not be considered
7	C.22	A pre-proposal conference will be held on:	N/A
8	C.21	Period of Proposal Validity commencing on the submission	120 days

		date	
9	B.9.5 C.15.4 b)	Proposal Security	Not Required
10	B.9.5	Acceptable forms of Proposal Security <sup>1</sup>	N/A
11	B.9.5 C.15.4 a)	Validity of Proposal Security	<u>N/A</u>
12		Advanced Payment upon signing of contract	N/A
13		Liquidated Damages	Will not be imposed
14	F.37	Performance Security	Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	United States Dollars (US\$)  <i>Reference date for determining UN Operational Exchange Rate: <b>Deadline of Submission for Proposals</b></i>
16	B.10.1	Deadline for submitting requests for clarifications/questions	<u>27 March 2018</u>
17	B.10.1	Contact Details for submitting clarifications/questions <sup>2</sup>	Focal Person: (i) Nishi Sewsum, OM a.i./Procurement Assistant; and <b>copy</b> to (ii) <u>Parmananda Ragen, Project Manager</u>  E-mail address: <a href="mailto:nishi.sewsurn@undp.org">nishi.sewsurn@undp.org</a> and <a href="mailto:parmananda.ragen@undp.org">parmananda.ragen@undp.org</a>
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	Posting on the CO, Procurement and UNGM Website: CO website: <a href="http://www.mu.undp.org/content/mauritius_and_seychelles/en/home/operations/procurement.html">http://www.mu.undp.org/content/mauritius_and_seychelles/en/home/operations/procurement.html</a> UNGM <a href="https://www.ungm.org/Public/Notice">https://www.ungm.org/Public/Notice</a> UNDP procurement Website <a href="http://procurement-notice.undp.org/">http://procurement-notice.undp.org/</a>
19	D.23.3	No. of copies of Proposal that must be submitted	Original: One (1) Hard Copy Copies: 1 USB or 1 CD

<sup>1</sup> Surety bonds or other instruments issued by non-bank Financial Institutions are least preferred by UNDP. Unless stated otherwise, they shall be considered unacceptable to UNDP.

<sup>2</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was officially received.

			<p>Proposals should be submitted in soft copy in file sizes not exceeding 5 MB.</p> <ul style="list-style-type: none"> <li>a) One CD/USB for Technical Proposals and one CD/USB for Financial Proposals in their separate sealed envelopes. The CDs/USB shall be clearly labelled with the name of project, title of Consultancy services, and name of bidder.</li> <li>b) Financial Proposal and Technical Proposal Envelopes must be completely separate and each must be sealed.</li> <li>c) Each envelope shall be clearly labelled "RFPMAR2018/001-Consultancy Services for Component 3 Lot 1 and/or Lot 2 Project ID: 00096201 &amp; Award ID: 00090446" and name of bidder.</li> </ul> <p>Note if the envelopes are not sealed and marked, the procuring UNDP entity will not assume responsibility for the Proposal's misplacement or premature opening.</p>
20	D.23.1 D.23.2 D.24	Proposal Submission Address	<p>UNDP Mauritius and Seychelles Country Office 6th Floor, Anglo Mauritius House Intendance Street P.O Box 253 Port Louis Mauritius Attention: The Head of Procurement Unit</p>
21	C.21 D.24	Deadline of Submission	<p>Date: 11 April 2018 Time : <u>10 00 hours (Mauritius Local Time)</u></p>
22	D.23.2	Allowable Manner of Submitting Proposals	Courier/Hand Delivery
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	N/A
24	D.23.1	<p>Date, time and venue for opening of Proposals</p> <p>(For information only, Not for public)</p>	<p>Date: <u>11 April 2018</u> Time: <u>10 15 hrs (Mauritius Local Time)</u> Venue: <u>UNDP Mauritius</u> <u>5th Floor, Conference Room,</u> <u>Anglo Mauritius House</u> <u>Port Louis</u> <u>Mauritius</u></p>
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals for each Lot, respectively, where minimum passing score of technical proposal is 70%.

26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)	<ul style="list-style-type: none"> <li>▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured</li> <li>▪ Members of the Governing Board and their Designations duly certified by the Corporate Secretary or its equivalent document if proposer is not a corporation</li> <li>▪ List of Shareholders and their entities financially interested in the <b>firm</b> owning 5% or more of the stocks and other interests or, its equipment if proposer is not a corporation.</li> <li>▪ Official Letter of Appointment as local representative, if Proposer is submitting a Proposal on behalf of an entity located outside the country</li> <li>▪ Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Proposer, if any</li> <li>▪ Patent Registration Certificates, if any of technologies submitted in the Proposal is patented by the Proposer</li> <li>▪ Audited Financial Statement for the last three years (2014 – 2016) (Income Statement and Balance Sheet) including Auditor's Report</li> <li>▪ Statement of Satisfactory Performance from the Top three (3) Clients in terms of Contract Value the past ten (10) years</li> <li>▪ All information regarding any past and current litigation during the last five (5) years, in which the Proposer is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.</li> </ul>
27		Other documents that may be Submitted to Establish Eligibility	All key experts shall provide an original signed letter of availability and association (if they are external to the lead firm) for the duration of the assignment. <b>Note:</b> In the event of their unavailability at execution stage, the Consultant shall be under the obligation to provide a replacement of equal or better calibre at no extra cost to the Client.
28	C.15	Structure of the Technical Proposal ( <i>only if different from the provision of Section 12</i> )	
29	C.15.2	Latest Expected date for commencement of Contract	01 June 2018
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	160 person-days over a period of one year latest expected commencement for both Lots in June 2018 and ending in May 2019
31		UNDP will award the contract to:	One or more bidders, depending on the following factors:

			<p>Bidders can submit offers to one or both Lots. Each proposed Lot must include all the requirements under this Lot. Partial Lots are not accepted, bids containing partial Lots will be considered incomplete.</p> <p>For each Lot, the contract will be awarded according to the Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, where the minimum passing score in technical is 70%.</p>
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	(See Tables below)
33	E.29.4	Post-Qualification Actions	<ul style="list-style-type: none"> <li>▪ Verification of accuracy, correctness and authenticity of the information provided by the Proposer on the legal, technical and financial documents submitted;</li> <li>▪ Validation of extent of compliance to the RFP requirements and evaluation criteria, based on findings of the evaluation team;</li> <li>▪ Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed.</li> </ul>
34		Conditions for Determining Contract Effectivity	Signature of contract
35		Other Information Related to the RFP	<ul style="list-style-type: none"> <li>▪ <b>In case of an international consultancy team, it is mandatory for the consulting team to associate with one or more local experts so as to have a better appreciation of the local context.</b></li> <li>▪ <b>The total expected input for the assignment shall not exceed 80 person-days for Lot 1 and 80 person-days for Lot 2.</b></li> </ul>

**TABLE 2: SUMMARY OF TECHNICAL PROPOSAL EVALUATION FORMS – LOT 1**

Summary of Technical Proposal Evaluation Forms		Score Weight	Maximum Points Obtainable
1.	Expertise of Firm/Organization	30%	300
2.	Proposed Methodology, Approach and Implementation Plan	40%	400
3.	Management Structure and Key Personnel	30%	300
<b>Total</b>			<b>1000</b>

**Table 2(a): Expertise of the Firm/Organization**

Technical Proposal Evaluation Form 1		Maximum Points obtainable
<b>Expertise of the Firm/Organization</b>		
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	<b>50</b>
1.2	General Organizational Capability which is likely to affect implementation	
	(1) Financial stability	<b>15</b>
	(2) Type of firm/organization	
	• loose consortium	10
	• one firm	<b>15</b>
	(3) Age/size of the firm	
	• Less than 5 years	0
	• 5 - 10 years	10
	• More than 10 years	<b>15</b>
	(4) Strength of project management support	<b>10</b>
	(5) Project management controls	<b>10</b>
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills.)	<b>10</b>
1.4	Quality assurance procedures, warranty (e.g. ISO certified or Quality Management System in place)	<b>20</b>
1.5	Relevance of:	
	A. Specialised Knowledge	
	(1) Drafting environmental laws with emphasis on wetlands legal framework)	
	• No experience	0
	• 1 – 3 projects	20
	• More than 3 projects	<b>30</b>
	(2) Conservation and restoration of wetlands	
	• No experience	0
	• 1 – 3 projects	20
	• More than 3 projects	<b>30</b>
	(3) Developing wetlands policies and legislation	
	• No experience	0
	• 1 - 3 projects	20
	• More than 3 projects	<b>30</b>
	B. Experience of lead firm/organization on Similar Programme / Projects	<b>25</b>
	C. Experience of lead firm/organization on Projects in Small Island Developing States (SIDS)	<b>10</b>
	D. Experience of lead firm/organization on Projects in Mauritius and/or Rodrigues specifically	<b>15</b>
	Work for UNDP/ major multilateral/ or bilateral programmes	<b>15</b>
		<b>300</b>

**Table 2(b): Proposed Methodology, Approach and Work Plan**

Technical Proposal Evaluation Form 2		Maximum Obtainable	Points
<b>Proposed Methodology, Approach and work Plan</b>			
2.1	<b>Technical Approach and Methodology</b>		
	• Understanding of the objectives of the assignment	40	
	• Interpretation of scope of task in line with the Terms of Reference	40	
	• Approach to the services	50	
	• Methodology for carrying out the activities and obtaining the expected output/Degree of detail of output	70	
	• Details of ground truthing marine and coastal ESA's	50	
	• Assessment of biodiversity richness and ecological integrity of ESA's	50	
2.2	<b>Work plan</b>		
	• Clarity in presentation	25	
	• Degree of logical and realistic sequence of activities	25	
	• Planning for efficient implementation of the project	25	
	• Compliance with workplan in the RFP	25	
<b>Total Part 2</b>		<b>400</b>	

**Table 2(c): Management Structure and Key Personnel**

Technical Proposal Evaluation Form 3		Maximum Obtainable	Points
<b>Management Structure and Key Personnel</b>			
3.1	<b>Management Structure</b>		
	(a) Structure and composition of team	50	
	(b) Discipline of assignments	50	
3.2	<b>Key professional staff qualifications and suitability for assignment</b>		
A	<b>Key Expert 1 – International Environmental law Expert (Team Leader)</b>		
	(a) General Academic Qualifications		
	• Masters	15	
	• PhD	20	
	(b) Experience		
	(1) Post degree experience relevant to drafting environmental Laws		
	• Less than 10 years	0	
	• 10 – 15 years	5	
	• More than 15 years	10	
	(2) Experience relevant to drafting laws in conservation of wetlands		
	• No experience	0	
	• 1- 3 projects	5	
	• More than 3 projects	10	
	(3) Experience in carrying out or having been involved in assignment(s) of a nature and complexity close to the present assignment		
	• No experience	0	
	• 1- 3 projects	5	



	• More than 3 projects	<b>10</b>
	(c) Work experience in Small Island Developing States (SIDS), preferably in Mauritius	<b>10</b>
	(d) Proficiency in English (Mandatory)	<b>10</b>
	(e) Proficiency in French	<b>5</b>
<b>B</b>	<b>Key Expert 2 – Expert in Wetlands Conservation</b>	
	(a) General Academic Qualifications	
	• Masters	<b>7</b>
	• PhD	<b>10</b>
	(b) Experience	
	(1) Post degree specific experience in conservation, sustainable use and management of Wetlands	
	• Less than 10 years	<b>0</b>
	• 10 - 15 years	<b>5</b>
	• More than 15 years	<b>10</b>
	(2) Experience relevant to conservation and/or restoration of wetlands	
	• No experience	<b>0</b>
	• 1 - 3 projects	<b>5</b>
	• More than 3 projects	<b>10</b>
	(3) Experience in nomination and/or management of Ramsar site	
	• No experience	<b>0</b>
	• 1 - 3 projects	<b>5</b>
	• More than 3 projects	<b>10</b>
	(4) Experience in carrying out or having been involved in assignment(s) of a nature and complexity close to the present assignment	
	• No experience	<b>0</b>
	• 1 - 3 projects	<b>5</b>
	• More than 3 projects	<b>10</b>
	(c) Work experience in Small Island Developing States (SIDS), preferably in Mauritius	<b>10</b>
	(d) Proficiency in English (Mandatory)	<b>10</b>
	(e) Proficiency in French	<b>5</b>
<b>D</b>	<b>Local Expert 1 –Legal and Institutional Expert (with focus on environmental Law</b>	
	(a). General Academic Qualifications	
	(1) Sworn Barrister-at-Law or Solicitor in Mauritius / able to practice in Mauritius	<b>10</b>
	(2) Post Graduate Degree	<b>10</b>
	(b). Experience	
<b>1</b>	(1) Post degree specific experience in legal environmental and Land Management matters	
	• Less than 5 years	<b>0</b>
	• 5 - 10 years	<b>5</b>
	• More than 10 years	<b>10</b>
	(2). Experience in working with range of stakeholders including government and private sector	

	• No experience	0
	• 1- 3 projects	5
	• More than 3 projects	<b>10</b>
	(3). Experience in carrying out or having been involved in assignment(s) of a nature and complexity close to the present assignment	
	• No experience	0
	• 1 – 3 projects	5
	• More than 3 projects	<b>10</b>
<b>Total Part 3</b>		<b>300</b>

**\* Notes:**

- a. Degree Holder means any relevant degree in the field of expertise as defined in the qualification of the Consultancy Team component of Section 2.8 – Terms of Reference.

**TABLE 3: SUMMARY OF TECHNICAL PROPOSAL EVALUATION FORMS – LOT 2**

Summary of Technical Proposal Evaluation Forms		Score Weight	Maximum Points Obtainable
1.	Expertise of Firm/Organization	30%	300
2.	Proposed Methodology, Approach and Implementation Plan	40%	400
3.	Management Structure and Key Personnel	30%	300
	<b>Total</b>		<b>1000</b>

**Table 3(a): Expertise of the Firm/Organization**

Technical Proposal Evaluation Form 1		Maximum Points obtainable
<b>Expertise of the Firm/Organization</b>		
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	<b>50</b>
1.2	General Organizational Capability which is likely to affect implementation	
	(1) Financial stability	<b>20</b>
	(2) Type of firm/organization	
	• loose consortium	15
	• one firm	<b>20</b>

	(3) Age/size of the firm <ul style="list-style-type: none"> <li>• Less than 5 years</li> <li>• 5 - 10 years</li> <li>• More than 10 years</li> </ul>	0 15 <b>20</b>
	(4) Strength of project management support	<b>10</b>
	(5) Project management controls	<b>10</b>
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills.)	<b>10</b>
1.4	Quality assurance procedures, warranty (e.g. ISO certified or Quality Management System in place)	<b>20</b>
1.5	Relevance of:	
	A. Specialised Knowledge	
	(1) Marine Protected Area Management <ul style="list-style-type: none"> <li>• No experience</li> <li>• 1- 3 projects</li> <li>• More than 3 projects</li> </ul>	0 10 <b>20</b>
	(2) Development of management plans for Wetlands/Ramsar Sites <ul style="list-style-type: none"> <li>• No experience</li> <li>• 1- 3 projects</li> <li>• More than 3 projects</li> </ul>	0 10 <b>20</b>
	(3) Management and Conservation of wetlands and/or Ramsar site <ul style="list-style-type: none"> <li>• No experience</li> <li>• 1 - 3 projects</li> <li>• More than 3 projects</li> </ul>	0 10 <b>20</b>
	B. Experience of lead firm/organization on Similar Programme / Projects	<b>20</b>
	C. Experience of lead firm/organization on Projects in Small Island Developing States (SIDS)	<b>15</b>
	D. Experience of lead firm/organization on Projects in Mauritius and/or Rodrigues specifically	<b>15</b>
	Work for UNDP/ major multilateral/ or bilateral programmes	<b>30</b>
		<b>300</b>

**Table 3(b): Proposed Methodology, Approach and Implementation Plan**

Technical Proposal Evaluation Form 2		Maximum Points Obtainable
<b>Proposed Methodology, Approach and Implementation Plan</b>		
2.1	<b>Technical Approach and Methodology</b>	
	• Understanding of the objectives of the assignment	<b>50</b>
	• Interpretation of scope of task in line with the Terms of Reference	<b>50</b>
	• Approach to the services	<b>60</b>
	• Methodology for carrying out the activities and obtaining the expected output/Degree of detail of output	<b>80</b>
	• Details on the development of coastal atlas	<b>60</b>

2.2	<b>Work plan</b>	
	• Clarity in presentation	<b>25</b>
	• Degree of logical and realistic sequence of activities	<b>25</b>
	• Planning for efficient implementation of the project	<b>25</b>
	• Compliance with workplan in the RFP	<b>25</b>
<b>Total Part 2</b>		<b>400</b>

**Table 3(c): Management Structure and Key Personnel**

Technical Proposal Evaluation Form 3		Maximum Points Obtainable
<b>Management Structure and Key Personnel</b>		
3.1	<b>Management Structure</b>	
	(a). Structure and composition of team	<b>40</b>
	(b). Discipline of assignments	<b>40</b>
3.2	<b>Key professional staff qualifications and suitability for assignment</b>	
	<b>Key Expert 1 – Expert in Natural Resources Management with specialisation in Wetlands biodiversity (Team Leader)</b>	
	(a). General Academic Qualifications	
	• Masters	20
	• PhD	<b>25</b>
	(b). Experience	
	(1). Post degree experience relevant to conservation of wetlands	
	• Less than 10 years	0
	• 10 - 15 years	10
	• More than 15 years	<b>20</b>
	(2). Experience relevant to developing management plans for protected areas	
	• No experience	0
	• 1 - 3 projects	10
	• More than 3 projects	<b>20</b>
	(3). Experience in carrying out or having been involved in assignment(s) of a nature and complexity close to the present assignment	
	• No experience	0
	• 1 – 3 projects	10
	• More than 3 projects	<b>20</b>
	(4). Work experience in Small Island Developing States (SIDS), preferably in Mauritius	<b>20</b>
	(5). Proficiency in English (Mandatory)	<b>20</b>
	(6). Proficiency in French	<b>10</b>
	<b>Local Expert 2 –Environmental Public Finance Specialist</b>	
	(a). General Academic Qualifications	
	• Masters	10
	• PhD	<b>15</b>

	(b). Experience	
1	(1) Post degree specific experience in environmental Economics	
	• Less than 5 years	0
	• 5 - 10 years	5
	• More than 10 years	<b>10</b>
	(2). Experience relevant to developing management/operational plans of protected areas	
	• No experience	0
	• 1 - 3 projects	5
	• More than 3 projects	<b>10</b>
	(3). Experience in carrying out or having been involved in assignment(s) of a nature and complexity close to the present assignment	
	• No experience	0
	• 1 – 3 projects	3
	• More than 3 projects	<b>5</b>
	<b>Local Expert 2 –Biodiversity specialist</b>	
	(a). General Academic Qualifications	
	• Masters	10
	• PhD	<b>15</b>
	(b). Experience	
1	(2) Post degree specific experience in wetlands conservation	
	• Less than 5 years	0
	• 5 - 10 years	5
	• More than 10 years	<b>10</b>
	(2). Experience relevant to developing management plans of protected areas	
	• No experience	0
	• 1 - 3 projects	5
	• More than 3 projects	<b>10</b>
	(3). Experience in carrying out GIS and remote sensing	
	• No experience	0
	• 1 – 3 projects	5
	• More than 3 projects	<b>10</b>
<b>Total Part 3</b>		<b>300</b>

**\* Notes:**

- b.** Degree Holder means any relevant degree in the field of expertise as defined in the qualification of the Consultancy Team component of Section 3.8 – Terms of Reference.
- c.** The legal expert shall mention specifically which Legislations/Regulations they have drafted

### **Section 3: Terms of Reference (TOR) for Consultancy services for the wetlands protection and conservation**

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#### **1. Project Background**

Mauritius forms part of the Western Indian Ocean Islands, one of the 25 internationally recognized biodiversity ‘hotspots’. The tropical climate, topography and history of isolation, has resulted in the evolution of a diverse biota with a high degree of endemism. Terrestrial biodiversity is forest-dependent. However, much of the extant forest has been lost: land clearance and forest degradation has already impacted more than 90% of Mauritius Island’s land surface. Marine biodiversity is in a better condition, but is also threatened. Extensive reef systems surround all the islands of the archipelago. Rodrigues harbours a large reef expanse, three times the size of the island.

Most of the useable land on the island of Mauritius has been put to production use. Despite the extensive degradation and transformation that has occurred in many areas, coastal ecosystems and adjacent landscapes still maintain their basic ecological functions. The coastal strip provides prime land for habitation, recreation and tourism, while seascapes provide the basis of food provision through fisheries and the country’s main touristic attraction—beaches, nautical sports and related activities. Lagoon habitats are especially important in this regard. They contribute to the overall productivity of coastal waters by supporting a variety of habitats, including salt marshes, seagrasses, and mangroves.

The objective of the project is to mainstream the conservation and sustainable use of biodiversity and ecosystem services into coastal zone management and into the operations and policies of the tourism and physical development sectors in the Republic of Mauritius through a ‘land- and seascape wide’ integrated management approach based on the Environmental Sensitive Areas’ (ESAs) inventory and assessment. More specifically, the project will achieve this through a three-pronged approach: (1) support the incorporation of ESA recommendations into policies and enforceable regulations pertaining to integrated coastal zone management (ICZM), thereby mitigating threats to biodiversity and ecosystem functions and resilience with a special focus on tourism and physical development in the coastal zone; (2) support the effective management of marine protected areas (MPAs) across the RM, given that they contain an important proportion of critically sensitive ESAs; and (3) demonstrate mechanisms to arrest land degradation in sensitive locations, focusing on reducing coastal erosion and sedimentation and helping to restore ecosystem functions in key wetland areas.

The TOR comprises of two lots as follows:

- Lot 1 - Review the current version of the draft Wetland Bill and to produce a final draft Bill ready for enactment including associated regulations
- Lot 2 – Development of Management and Action Plan for Pointe D’Esny Ramsar site and the Operational Plan for the Rivulet Terre Rouge Estuary Bird Sanctuary Ramsar site

#### **2. LOT 1 - Consultancy services to review the Wetland Bill and to produce a final draft Bill ready for enactment including associated regulations**

The main beneficiary of Lot 1 of this project is the Ministry of Agro Industry and Food Security through the National Parks and Conservation Service

## **2.1 Objective of Lot 1**

The objective of this study is to review the Wetland Bill that has been developed by the National Parks and Conservation Service of the Ministry of Agro Industry and Food Security by identifying all gaps and constraints that may pose problems to its implementation and subsequently to recommend suitable and implementable measures to overcome them through a participatory and consultative approach. In doing so, it is expected that the reviewed bill can be finalized and enacted by parliament in order to protect and conserve the Wetlands in the Republic of Mauritius.

## **2.2 Scope of works**

Mauritius joined the Ramsar Convention on Wetlands in September 2001 and since then has nominated three Ramsar sites of International Importance. By joining the Convention, Mauritius has committed itself to the conservation and wise use of wetlands and has to reverse the trend of converting wetlands to other uses. However, despite having no significant legal framework, some activities around or inside wetlands are being controlled. To be in line with the Convention to protect and conserve effectively the remaining wetlands in Mauritius, a fully practical and enforceable legal framework is required.

The scopes of services for this consultancy will be as follows:

- Review existing legislations and policies regarding wetland protection
- Review extensively the Wetland Bill drafted by the National Parks and Conservation Service
- Identify all gaps and limitations that may hinder the implementation and enforcement of the Act
- Recommend practical solutions to all gaps and concerns for the smooth enforcement of the Wetlands Act particularly to practical solutions to wetlands occurring on private lands.
- Draft the final Wetland Bill with the setting up of the institutional framework for enforcing the law.
- Draft the associated Regulations accordingly so as to effectively protect and conserve all wetlands in the Republic of Mauritius

## **2.3 Workshops**

For the purposes of lot 1 of the assignment, the following workshops shall be conducted by the Consultant:

- One-day Inception Workshop.
- One-day workshop for validation of the final Wetland Bill

## **2.4 Responsibility of experts**

### **2.4.1 International Environmental Law Expert (Team Leader)**

Lead the consultation process at national and sectoral level to review, update and finalise the draft Wetlands bill by putting emphasis on the gaps and limitations of the bill and recommending practical and implementable solutions to them. He/She will also be responsible to draft any regulations so that the Act can be effectively enforceable.

He/She will be the team leader and will therefore be responsible for organization, coordination of all expert's work, compilation and timely submission of deliverables. The team leader will also be the liaison person between the client and the firm.

#### 2.4.2. Expert in Wetlands Conservation

He/She will assist the team leader in its consultations to identify gaps and limitation of the Draft Wetlands bill and will be responsible to draft the final Wetlands Bill and any associated regulations using appropriate the legal terms.

#### 2.4.3. Legal and Institutional Expert (with focus on environmental Law)

He/She will assist the team leader and international expert to draft the wetlands Bill and its associated regulations. He/She should attend all meetings convened on behalf of the client.

#### 2.5. Duration of the assignment / Time Frame

The consultancy services shall be completed within 80 person-days in accordance with the schedule for the submission of the deliverables including a minimum of three missions both in Mauritius.

The expected duration of main tasks is expected depicted in table 4.:

**TABLE 4. EXPECTED DURATION OF LOT 1**

	Experts	Estimated Person-days in total
1.	Expert in Wetlands Conservation (Team Leader)	40
2.	International Environmental Law Expert	20
3.	Legal and Institutional Expert (with focus on environmental Law)	20
<b>Total</b>		<b>80</b>

The assignment should be completed within one year from the starting date of the assignment.

#### 2.6. Reporting, Presentations, and Language

A Technical Committee (TC) has been set up under the aegis of the Ministry of Agro Industry and Food Security to oversee all assignment related to mainland Mauritius. Members of the TC are senior technicians of different Ministries/organisations.

This TC will be responsible:

1. to provide support on proposed works;
2. to provide inputs/views on technical reports; and
3. to facilitate consultative meetings.

The Technical Committee will review all outputs/deliverables. Their comments shall be communicated to the consultants within 21 days of submission of the output/deliverable. The consultants will then have to consider and incorporate the comments within a period of 2 weeks from the date of receipt of comments. The consultants will have to provide for justifications when comments are not incorporated in the output/deliverable.

Reporting line and collaboration with stakeholders will be as follows:

- The consultants will be required to report to the Technical Committees and Steering Committee and work in collaboration with the National Project Director, Chief Technical Adviser and Project Management Unit.
- The consultants will have to work closely with the National Parks and Conservation Service of the



Ministry of Agro Industry and Food Security and their officers will accompany consultants on field surveys as and when required.

- Throughout the duration of the contract, the Consultants shall maintain a constant liaison with the Client to discuss alternatives, options and any other matters pertaining to the progress of works. They shall submit regular interim progress reports as required by the client.
- The Ministry of Agro Industry and Food Security will be responsible for administrative issues pertaining to the assignment.
- The UNDP will be responsible for contractual and payment issues for this assignment.

All reports shall be submitted in hard copies (10 copies) and in soft copy. The soft copy should not be secured with password(s) to allow printing or copy and paste of extract from the reports.

The language of the assignment shall be in English. All the outputs and deliverables shall be written in English language and should be presented in a format acceptable to the Technical Committee under the aegis of the Ministry of Agro Industry and Food Security. All documents shall become the property of the Government of Mauritius.

The reports and documentation should be submitted in electronic format, in both editable Microsoft Office Word version and in pdf version. All the final versions of the reports and documentation should also be dispatched to the Project Manager in 3 original CDs. There shall be no security restrictions on printing/editing in the deliverables.

The Consultant will have to submit all reports and documentation in draft form (in soft format - MS Word) in the first instance, and should thereafter incorporate any comments the Client may submit, prior to their finalization. Draft reports and documentation would have to be submitted at least 2 weeks before the final reports/documentation are due so that the Client will have ample time to circulate the drafts for any feedback from the Steering Committee. Payment will be made only on the final deliverables, and these final deliverables ***should be to the satisfaction of*** the National Project Director, the Project Manager, the Steering Committee, the Technical Committees and the UNDP Country Office.

## **2.7. Logistical arrangements**

The Ministry of Agro Industry and Food Security shall provide for office space with fax, telephone and internet facilities.

The Project Manager will provide logistical support for the organization of workshops and other events/meetings (as required), and for the mobilization of stakeholders for such events/meetings.

The venues for the workshops and events/meetings will be arranged by the Project Manager and the costs thereof shall be met under the project funds.

The consultants may be required to act as resource person for any national workshops with all major stakeholders (Government agencies and NGOs) to discuss findings and proposals.

## **2.8. Delivery and Payment Schedules**

- Deliverables will be the basis for the payment schedule. All reports will be submitted in draft (for comments) and then final.
- The Deliverables shall be submitted in electronic format (MS Word, and Pdf versions) and by courier to the Project Manager, Mr P. Ragen. The address for delivery is:

Mr. Parmananda Ragen, Project Manager  
 Mainstreaming Biodiversity into the Management of the Coastal Zone in the Republic of Mauritius  
 Address: Ministry of Ocean Economy, Marine Resources, Fisheries and Shipping,  
 Ground Floor, LIC Building,  
 President John Kennedy Street,  
 Port Louis.  
 Email : [parmananda.ragen@undp.org](mailto:parmananda.ragen@undp.org)  
 Tel: +230 214 2508  
 Fax: +230 214 1235

- Payment of fees will be subject to the schedule in Table 5.

**TABLE 5: SCHEDULE FOR PAYMENT OF FEES– LOT 1**

Item	Project Activity/deliverable	Time Schedule	Payment Schedule
1.	Agreed Work Plan	Jun – 18	10%
2.	Inception Report	Jul – 18	10%
3.	Draft report on the gaps and problems encountered to implement the Wetland bill and recommendations on how to address these gaps and problems	Aug- 18	15%
4.	Final report on the gaps and problems encountered to implement the Wetland bill and recommendations on how to address these gaps and problems	Nov – 18	5%
5.	Draft copy of reviewed and updated Wetlands Bill and institutional framework	Jan- 18	20%
6.	Final copy of reviewed and updated Wetlands Bill and institutional framework	Mar- 19	10%
7.	Draft copy of the Regulations associated with the Wetlands Act	Apr- 19	15%
8.	Final copy of the Regulations associated with the wetlands Act	May – 19	5%
9.	Final validation workshop report and Final Report	May -19	10%
	Total		100%

## 2.9. Qualification of the Consultancy Team

The core personnel shall have the expertise in the fields required for the implementation of the project. Details like academic qualifications, field of competency and technical/practical experience of the previous assignments of similar nature and/or related consultancy services should be submitted with signed CVs.

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

The consultant shall undertake at least three missions both to Mauritius and Rodrigues during the assignment.

The core personnel should consist of the following:

1. International Environmental Law Expert
2. Expert in Wetlands Conservation
3. Legal and Institutional Expert (with focus on environmental Law)

#### **2.9.1. Key Expert 1 – International Environmental Law Expert (Team Leader)**

The expert should hold a post-graduate degree in environmental law with emphasis on Wetlands conservation and legal framework or any equivalent acceptable field of study. He/She should show evidence of all environmental and/or Wetlands laws that was drafted and enacted previously.

He/She should have a minimum of 10 years in his field of expertise and should have worked on at least 1 similar projects. Experience in tropical island countries including Mauritius is preferable. He/She will be responsible to provide advice on final amendments and assistance with submission to the government. He/She will also have to provide an analysis of legal issues associated with the management and conservation of wetlands in private ownership. **He/She shall provide 40 person-days service.**

#### **2.9.2. Key Expert 2 – Expert in Wetlands Conservation**

The expert should hold a postgraduate degree in one of the following fields: Ecology, Wetlands Conservation, Environmental Planning and Management or equivalent acceptable field of study. Experience in leading teams of interdisciplinary experts will be an added advantage.

He/She should have a minimum of 10 years' experience in his/her field of expertise and having worked on at least 1 similar projects. He/She should have experience in Wetlands Conservation and Management. Experience in tropical small island countries including Mauritius is preferable. He/She will also be responsible for the technical coordination of the project and shall **provide 20 person-days services.**

#### **2.9.3. Local Expert 1- Legal and Institutional Expert (with focus on environmental Law)**

The Legal and Institutional Expert should possess a master degree in Environment law, or equivalent and has a minimum 5 years of experience in legal environmental and land management, related matters. He/She should be registered to operate in Mauritius. He/She must demonstrate proven ability to work with a range of stakeholders including Government agencies and the private sector and to work in a team. He/She should have the ability for managing timely and effective delivery of both quantity and quality before the deadlines. **He/She shall provide 20 person days services.**

#### **Letter of availability for Experts**

All key experts shall provide an original signed letter of availability and association for the duration of the assignment. In the event of their unavailability, the Consultant shall be under the obligation to provide a replacement of equal or better caliber at no extra cost to the Client.

#### **Support bodies/staff**

The Consultant may include the services of any other support staff for the purposes of the assignment. The costs thereof shall be deemed to be included in the bid price.

**Important Note:**

- (i) In case of an international consultancy team, it is mandatory for the consulting team to associate with one or more local experts so as to have a better appreciation of the local context.
- (ii) A local consultant may associate with one or more international teams to participate in this tender exercise.
- (iii) However, the total expected input for the assignment shall not exceed 80 person-days.

**3. Lot 2 – Development of Management and Action Plan for Pointe D’Esny Ramsar site and the Operational Plan for the Rivulet Terre Rouge Estuary Bird Sanctuary Ramsar site**

**3.1 Objectives of Lot 2**

The main beneficiary of Lot 2 of this project is the Ministry of Agro Industry and Food Security and the co-beneficiaries will be the National Parks and Conservation Service and the Forestry Services.

The main objectives are as follows:

- To develop a fully costed Management and Action Plan for Pointe D’Esny Ramsar Site
- To develop a fully costed yearly operational plan for a five years period for Pointe D’Esny Ramsar site.
- To develop a fully costed yearly operational plan for a five years period for the Management of the River Terre Rouge Estuary Bird Sanctuary Ramsar site.

**3.2 Scope of works**

The scope of services of the Consultant shall be as follows:

More specifically, the consultants are required through desk review and field visits complemented with all stakeholder’s consultations to:

1. Clearly identify the purpose and management objectives of the Pointe D’Esny Ramsar site and to ensure that they are understood by all stakeholders involved.
2. Identify the steps to be followed in applying the planning process, their sequence and methods used
3. Determine who are the audiences and key stakeholders of the plan
4. Ensure that the Ramsar site will be considered as a whole i.e adopt a system approach
5. Use an inter disciplinary approach by bringing experts and interested parties together to discuss the future management of the reserves
6. To gather background information on the Ramsar site and these should include among others maps, historical, biological, physical and socio-economic information
7. Identify key or exceptional values of the area
8. Identify Strength, Weakness, opportunities and threats on the management of the area
9. Develop management vision and its objectives. These objectives should be formulated to cover among others habitat and species management, research, survey and monitoring, education and training, social and cultural features if any, income generation, protected area service and administration
10. Identify and evaluate option including zoning if any including buffer zone. This step will describe how objectives will be met

11. Integrating all the above planning elements into a draft management plan
12. Revise the draft and produce the final plan after taking into consideration the views and comments of the general public and relevant stakeholders.
13. Develop the Pointe D'Esny fully costed yearly Operational plan for five year period.

The same approach should be considered so as to develop a fully costed practical 5 years operational plan for Rivulet Terre Rouge Bird Sanctuary Ramsar site based on the Management plan commissioned by Biotope for the Mauritius Port Authority. However, this management plan will have to be reviewed and updated by the Technical Committee of the Ministry of Agro Industry so that it will be applicable and implemented according to criteria set by Ramsar Convention.

### **3.3. Workshops**

For the purposes of the assignment, the following workshops shall be conducted by the Consultant:

- One-day Inception Workshop.
- One-day workshop for validation of the management and operational plans.

### **3.4. Responsibility of experts**

#### **3.4.1. Expert in Natural Resources Management with specialisation in Wetlands biodiversity (Team Leader)**

Lead the consultation process at national and sectoral level to develop the Management and Operational Plan for the Pointe D'Esny Ramsar site. He/She will also be responsible to develop the operational plan for the Rivulet Terre Rouge Estuary Bird Sanctuary Ramsar site.

He/She will be the team leader and will therefore be responsible for organization, coordination of all expert's work, compilation and timely submission of deliverables. The team leader will also be the liaison person between the client and the firm.

#### **3.4.2. Environmental Public Finance Specialist**

He/She will assist the team leader to develop management plan and operational plan for the Pointe D'Esny Ramsar site and the operational plan for the Rivulet Terre Rouge Estuary Bird Sanctuary Ramsar site with emphasis on the costing of the actions.

#### **3.4.3. Biodiversity Expert**

He/She will assist the team leader to develop management plan and operational plan for the Pointe D'Esny Ramsar site and the operational plan for the Rivulet Terre Rouge Estuary Bird Sanctuary Ramsar site.

### **3.5. Duration of the assignment / Time Frame**

The consultancy services shall be completed within 80 person-days in accordance with the schedule for the submission of the deliverables including a minimum of three missions both in Mauritius.

The expected duration of main tasks is expected depicted in table 6.:

**TABLE 6. EXPECTED DURATION OF LOT 2**

	<b>Experts</b>	<b>Required Person-days in total</b>
1	Expert in Natural Resources Management with specialisation in Wetlands biodiversity (Team Leader)	40
2	Environmental Public Finance Specialist	20
3	Biodiversity Expert	20
<b>Total</b>		<b>80</b>

The assignment should be completed within 12 months from the starting date of the assignment.

### **3.4. Reporting, Presentations, and Language**

For the purposes of lot 2 of the assignment, a Technical Committee has been set up under the aegis of the Ministry of Agro Industry and Food Security to oversee all assignment related to mainland Mauritius. Members of the TC are senior technicians of different Ministries/organisations.

This TC will be responsible:

1. to provide support on proposed works;
2. to provide inputs/views on technical reports; and
3. to facilitate consultative meetings.

The Technical Committee will review all outputs/deliverables. Their comments shall be communicated to the consultants within 21 days of submission of the output/deliverable. The consultants will then have to consider and incorporate the comments within a period of 2 weeks from the date of receipt of comments. The consultants will have to provide for justifications when comments are not incorporated in the output/deliverable.

### **3.5. Reporting line and collaboration with stakeholders will be as follows:**

- The consultants will be required to report to the Technical Committee's and Steering Committee and work in collaboration with the National Project Director, Chief Technical Adviser and the Project Management Unit.
- The consultants will have to work closely with the National Parks and Conservation Service/Forestry Service and their officers will accompany consultants on field surveys as and when required.
- Throughout the duration of the contract, the Consultants shall maintain a constant liaison with the Client to discuss alternatives, options and any other matters pertaining to the progress of works. They shall submit regular interim progress reports as required by the client.
- The Ministry of Agro Industry and Food Security will be responsible for administrative issues pertaining to the assignment.
- The UNDP will be responsible for contractual and payment issues for this assignment.

All reports and maps shall be submitted in hard copies (20 copies) in a scale to be agreed with the Ministry of Housing and Lands and in soft copy. The soft copy should not be secured with password(s) to allow printing or copy and paste of extract from the reports.

The language of the assignment shall be in English. All the outputs and deliverables shall be written in English language and should be presented in a format acceptable by the Technical Committee under the

aegis of the Ministry of Social Security, National Solidarity, Environment and Sustainable Development as well as the Rodrigues Regional Assembly. All documents/maps shall become the property of the Government of Mauritius.

The Consultant will report to the Technical Committee and, when so required, report to the National Steering Committee at the Ministry of Ocean Economy, Marine Resources, Fisheries and Shipping.

The reports and documentation should be submitted in electronic format, in both editable Microsoft Office Word version and in pdf version. All the final versions of the reports and documentation should also be dispatched to the Project Manager in 3 original CDs. There shall be no security restrictions on printing/editing in the deliverables.

The Consultant will have to submit all reports and documentation in draft form (in soft format - MS Word) in the first instance, and should thereafter incorporate any comments the Client may submit, prior to their finalization. Draft reports and documentation would have to be submitted at least 2 weeks before the final reports/documentation are due so that the Client will have ample time to circulate the drafts for any feedback from the Steering Committee. Payment will be made only on the final deliverables, and these final deliverables ***should be to the satisfaction of*** the National Project Director, the Project Manager, the Steering Committee, the Technical Committees and the UNDP Country Office.

### 3.6. Logistical arrangements

The Ministry of Agro Industry and Food Security shall provide for office space with fax, telephone and internet facilities.

The Project Manager will provide logistical support for the organization of workshops and other events/meetings (as required), and for the mobilization of stakeholders for such events/meetings.

The venues for the workshops and events/meetings will be arranged by the Project Manager and the costs thereof shall be met under the project funds.

The consultants may be required to act as resource person for at least one national workshop with all major stakeholders (Government agencies and NGOs) to discuss findings and proposals.

### 3.7. Delivery and Payment Schedules

- Deliverables will be the basis for the payment schedule. All reports will be submitted in draft (for comments) and then final.
- The Deliverables shall be submitted in electronic format (MS Word, and Pdf versions) and by courier to the Project Manager, Mr P. Ragen. The address for delivery is:

Mr. Parmananda Ragen, Project Manager  
Mainstreaming Biodiversity into the management of the Coastal Zone in the Republic of Mauritius project  
Address: Project Management Unit,  
Ministry of Ocean Economy, Marine Resources and Shipping,  
Ground Floor, LIC Building,  
President John Kennedy Street,

Port Louis.  
 Email : [parmananda.ragen@undp.org](mailto:parmananda.ragen@undp.org)  
 Tel: +230 214 2508  
 Fax: +230 214 1235

- Payment of fees will be subject to the following schedule in table 7.

**TABLE 7: SCHEDULE FOR PAYMENT OF FEES – LOT 2**

Item	Project Activity/deliverable	Time Schedule	Payment Schedule
1.	Agreed Workplan	Jun - 18	10%
2.	Inception Report	Jul - 18	10%
3.	Draft Vision Statement for Pointe D'Esny Ramsar site	Aug - 18	10%
4.	Final Vision Statement for Pointe D'Esny Ramsar Site	Sep - 18	5%
5.	Draft Operational Plan for Rivulet Terre Rouge Estuary Bird Sanctuary Ramsar site	Oct - 18	10%
6.	Final Operational Plan for Rivulet Terre Rouge Estuary Bird Sanctuary Ramsar site	Dec - 18	5%
7.	Draft Management plan for Pointe D'Esny Ramsar site	Feb - 19	15%
8.	Final Management plan for Pointe D'Esny Ramsar site	Mar - 19	10%
9.	Draft Operational Plan for Pointe D'Esny Ramsar Site	Apr - 19	10%
10.	Final Operational Plan for Pointe D'Esny Ramsar Site	May - 19	5%
11.	Submit final Project Completion Report and workshop validation report	May -19	10%
<b>TOTAL</b>			100%

### 3.8 Qualification of the Consultancy Team

The core personnel shall have the expertise in the fields required for the implementation of the project. Details like academic qualifications, field of competency and technical/practical experience of the previous assignments of similar nature and/or related consultancy services should be submitted with signed CVs.

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

The consultant shall undertake at least three missions both to Mauritius and Rodrigues during the assignment.

The core personnel should consist of the following:

1. Expert in Natural Resources Management with specialisation in Wetlands biodiversity (Team Leader)
2. Environmental Public Finance Specialist
3. Biodiversity Expert



### **3.8.1 Key Expert 1 – Expert in Natural Resources Management with specialisation in Wetlands biodiversity (Team Leader)**

The expert should hold a postgraduate degree in one of the following fields: Wetlands biodiversity Conservation, Natural Resource Management, Ecology, Environmental Planning and Management or equivalent acceptable field of study. Experience in leading teams of interdisciplinary experts will be an added advantage.

The Expert should also have at least a postgraduate degree or working knowledge in Marine, Coastal and Wetlands biodiversity or equivalent acceptable field of study.

He/She should have a minimum of 10 years' experience in his/her field of expertise and having worked on at least 1 similar projects. Experience in tropical small island countries including Mauritius is preferable. Knowledge in GIS and Remote sensing will be an asset. He/She will also be responsible for the technical coordination of the project.

**He/She shall provide 40 person-days services.**

### **3.8.2 Local Expert 1 – Environment Public Finance Specialist - National Expert**

The Environmental Public Finance Specialist should have at least a postgraduate degree in Public Administration and Finance or related field. He/She should have at least 10 years of experience of which at least 5 years should be in Public Financing. In addition, he/she should have been involved in at least 1 projects of similar nature. Experience with socio economic aspects in managing wetlands or protected area will be also an advantage. **He/She shall provide 20 person days services.**

### **3.8.3 Biodiversity specialist- National Expert**

He/She should have at least a post graduate degree in biodiversity or ecology or any related field. He/She should have at least 5 years' experience in biodiversity conservation. Any experience in wetlands conservation will be an asset. In addition, he/she should have been involved in at least 1 projects of similar nature. He/She shall provide **20 person days service.**

#### **Support bodies/staff**

The Consultant may include the services of any other support staff for the purposes of the assignment. The costs thereof shall be deemed to be included in the bid price.

#### **Important Note:**

- (i) In case of an international consultancy team, it is mandatory for the consulting team to associate with one or more local experts so as to have a better appreciation of the local context.
- (ii) A local consultant may associate with one or more international teams to participate in this tender exercise.
- (iii) However, the total expected input for the assignment shall not exceed 80 person-days.

#### **Section 4: Proposal Submission Form<sup>3</sup>**

*[insert: Location, Date]*

To: The Head of Environment Unit  
UNDP Mauritius and Seychelles Country Office  
6th Floor, Anglo Mauritius House  
Intendance Street  
P.O Box 253  
Port Louis  
Mauritius

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services to assist the project “Mainstreaming Biodiversity into the Management of the Coastal Zone in the Republic of Mauritius” in accordance with your Request for Proposal dated 13 March 2018 and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal each sealed in separate envelopes.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNDP.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNDP’s Contract for Professional Services.

We agree to abide by this Proposal for 120 days.

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

We fully understand and recognize that UNDP is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

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<sup>3</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

Authorized Signature *[In full and initials]:* \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Contact Details : \_\_\_\_\_

*[please mark this letter with your corporate seal, if available]*

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## Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

Proposer Information Form<sup>4</sup>

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
40. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? (Y / N)		
14. Attached are copies of original documents of:  <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> If Joint Venture/Consortium – copy of the Memorandum of Understanding or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered <input type="checkbox"/> If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.		

<sup>4</sup> The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

Joint Venture Partner Information Form (if Registered)<sup>5</sup>

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
12. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
<p>13. JV's Party Authorized Representative Information</p> <p>Name: <i>[insert name of JV's Party authorized representative]</i></p> <p>Address: <i>[insert address of JV's Party authorized representative]</i></p> <p>Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i></p> <p>Email Address: <i>[insert email address of JV's Party authorized representative]</i></p>		
<p>14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i></p> <p><input type="checkbox"/> All eligibility document requirements listed in the Data Sheet</p> <p><input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2.</p> <p><input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.</p>		

<sup>5</sup> The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.

## **Section 6: Technical Proposal Form**

### **TECHNICAL PROPOSAL FORMAT**

**INSERT TITLE OF THE SERVICES**

***Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.***

<b>Name of Proposing Organization / Firm:</b>	
<b>Country of Registration:</b>	
<b>Name of Contact Person for this Proposal:</b>	
<b>Address:</b>	
<b>Phone / Fax:</b>	
<b>Email:</b>	

### **SECTION 1: EXPERTISE OF FIRM/ ORGANISATION**

*This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.*

**1.1 Brief Description of Proposer as an Entity:** Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

**1.2. Financial Capacity:** Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.

**1.3. Track Record and Experiences:** Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.

<b>Name of project</b>	<b>Client</b>	<b>Contract Value</b>	<b>Period of activity</b>	<b>Types of activities undertaken</b>	<b>Status or Date Completed</b>	<b>References Contact Details (Name, Phone, Email)</b>

## SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

*This section should demonstrate the Proposer's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the requirements.*

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.

2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

2.3 Implementation Timelines: The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNDP and partners, including a reporting schedule.

2.7. Anti-Corruption Strategy: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.8. Partnerships: Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the project approach and methodology that will be adopted.

## SECTION 3: PERSONNEL

3.1 Management Structure: Describe the overall management approach toward planning and

implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

**3.2 Staff Time Allocation:** Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note: *This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNDP. If substitution is unavoidable it will be with a person who, in the opinion of the UNDP project manager, is at least as experienced as the person being replaced, and subject to the approval of UNDP. No increase in costs will be considered as a result of any substitution.*)

**3.3 Qualifications of Key Personnel:** Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

<b>Name:</b>		
<b>Position for this Contract:</b>		
<b>Nationality:</b>		
<b>Contact information:</b>		
<b>Countries of Work Experience:</b>		
<b>Language Skills:</b>		
<b>Educational and other Qualifications:</b>		
<b>Summary of Experience:</b> <i>Highlight experience in the region and on similar projects.</i>		
<b>Relevant Experience (From most recent):</b>		
<b>Period: From – To</b>	<b>Name of activity/ Project/ funding organisation, if applicable:</b>	<b>Job Title and Activities undertaken/Description of actual role performed:</b>
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
<b>References No.1 (Minimum of 3):</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference No.2</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	
<b>Reference No.3</b>	<i>Name</i> <i>Designation</i> <i>Organization</i> <i>Contact Information – Address; Phone; Email; etc.</i>	



**Declaration:**

I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.

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Signature of the Nominated Team Leader/Member

Date Signed

## **Section 7: Financial Proposal Form**<sup>6</sup>

The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in the Instruction to Proposers.

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.

In case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

### **A. Cost Breakdown per Deliverables\***

**TABLE 8: COST BREAKDOWN PER DELIVERABLES - LOT 1**

SN	Deliverables <i>[list them as referred to in the TOR]</i>	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1.	Agreed Work Plan	10%	
2.	Inception Report	10%	
3.	Draft report on the gaps and problems encountered to implement the Wetland bill and recommendations on how to address these gaps and problems	15%	
4.	Final report on the gaps and problems encountered to implement the Wetland bill and recommendations on how to address these gaps and problems	5%	
5.	Draft copy of reviewed and updated Wetlands Bill and institutional framework	20%	
6.	Final copy of reviewed and updated Wetlands Bill and institutional framework	10%	
7.	Draft copy of the Regulations associated with the Wetlands Act	15%	
8.	Final copy of the Regulations associated with the wetlands Act	5%	
9.	Final validation workshop report and Final Report	10%	
<b>Total</b>		100%	USD ....

<sup>6</sup> No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

**TABLE 9: COST BREAKDOWN PER DELIVERABLES - LOT 2**

SN	Deliverables <i>[list them as referred to in the TOR]</i>	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1.	Agreed Workplan	10%	
2.	Inception Report	10%	
3.	Draft Vision Statement for Pointe D'Esny Ramsar site	10%	
4.	Final Vision Statement for Pointe D'Esny Ramsar Site	5%	
5.	Draft Operational Plan for Rivulet Terre Rouge Estuary Bird Sanctuary Ramsar site	10%	
6.	Final Operational Plan for Rivulet Terre Rouge Estuary Bird Sanctuary Ramsar site	5%	
7.	Draft Management plan for Pointe D'Esny Ramsar site	15%	
8.	Final Management plan for Pointe D'Esny Ramsar site	10%	
9.	Draft Operational Plan for Pointe D'Esny Ramsar Site	10%	
10.	Final Operational Plan for Pointe D'Esny Ramsar Site	5%	
11.	Submit final Project Completion Report and workshop validation report	10%	
<b>TOTAL</b>		100%	USD .....

*\*Basis for payment tranches*

**B. Cost Breakdown by Cost Component:**

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

**TABLE 10: COST BREAKDOWN BY COST COMPONENT**

Description of Activity	Remuneration per Unit of Time (e.g., day, month, etc.)	Total Period of Engagement	No. of Personnel	Total Rate for the Period
<b>I. Personnel Services</b>				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				

b. Expertise 2				
<b>II. Out of Pocket Expenses</b>				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
<b>III. Other Related Costs</b>				

Section 8: Contract for Goods and/or Services (See Annex 1a)

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**THIS IS UNDP'S TEMPLATE FOR CONTRACT FOR THE PROPOSER'S REFERENCE. ADHERENCE TO ALL TERMS AND CONDITIONS IS MANDATORY.**