



Gambling Regulatory Authority

**Invitation for proposals through Open
Advertised Bidding**

Issued on: 04 August 2026

for

**Consultancy for review and improvement of the Rules of
Racing & appeal procedures under the Appeal Committee
Regulations for horseracing in Mauritius.**

**Procurement Reference No:
GRA/OAB 03/26-27/RFP**

**Gambling Regulatory Authority
Level 12, Newton Tower
Sir William Newton Street
Port Louis
Republic of Mauritius**

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Section 1. Letter of Invitation

Dear Sir/Madam

1. The **Gambling Regulatory Authority (GRA)** is inviting proposals through Open Advertised Bidding, National and International, to provide the following consulting services: **Consultancy for review and improvement of the Rules of Racing & appeal procedures under the Appeal Committee Regulations for horseracing in Mauritius.** More details on the services are provided in the Terms of Reference.
2. A firm will be selected under **Quality and Cost Based Selection (QCBS)** and procedures described in this RFP, in accordance with the policies and procedures for public procurement in the Republic of Mauritius.
3. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Form of Contract
4. Submission of Proposals:

Proposals may be either deposited in the Bid Box located at:

The Gambling Regulatory Authority
Level 12, Newton Tower
Sir William Newton Street, Port Louis
Republic of Mauritius;
Or

Forwarded through email at procurement@gra.mu

4.1 Proposals deposited in the Bid Box:

Technical and Financial Proposals shall be submitted in two separate sealed envelopes clearly marked “Technical Proposal” and “Financial Proposal” which shall both be placed into an outer envelope and sealed. The inner and outer envelopes shall bear the Procurement reference number, GRA/OAB 03/26-27/RFP.

4.2 Proposals forwarded through email procurement@gra.mu :

Kindly note that bidders are required to submit their Technical Proposal and Financial Proposal via email in accordance with the following instructions:

- (i) The Technical Proposal shall be submitted in a readable, password free to allow for immediate evaluation.
- (ii) The Financial Proposal shall be submitted in a password-protected format. The password shall not be provided at the time of submission and will be requested by the Authority only in respect of bidders who have achieved the minimum technical score of 50% following the Technical Evaluation.

Bidders are requested to ensure strict compliance with the above instructions.

4.3 The deadline for submission of proposals is **Tuesday 25 August 2026 up to 13.00 hours** (Local Time) at latest. Late proposals shall not be accepted.

5. Opening of Bids – Only Technical Proposals received within the deadline for submission will be opened on Tuesday 20 August 2026 at 13:15 hours in the Board Room of the GRA.

Financial Proposals of only those Bidders who have attained the minimum technical score of 70 points will be opened after completion of the Technical Evaluation. Such Bidders will be informed of the date and time of the opening and may, if they so wish, attend or be represented at the opening of the Financial Proposals.

6. Bids and all related correspondence as well as supporting documents furnished by the bidder shall be in English

7. The GRA reserves the right, without incurring any liability/cost/damage to any bidder to accept or reject any bid or to annul the bidding process and reject all proposals at any time prior to award of contract.

Yours sincerely,

R.Appadoo
for Chief Executive

Section 2. Instructions to Consultants

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Instructions to Consultants

Definitions

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

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

1. Introduction

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

Consultants.

Conflict of Interest

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

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

Conflicting activities

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

Conflicting assignments

(ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare

engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

Conflicting relationships

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

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

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

technical proposal.

**Unfair
Advantage**

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

**Fraud and
Corruption**

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

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;
 - (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation³;
 - (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence

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

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

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

improperly the actions of another party⁴;

- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁵;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially the Client’s investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Client’s inspection and audit rights provided for under paragraph 1.7.1 below.
- (b) will reject a proposal for award if it determines that the consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will sanction a firm or an individual at any time, in accordance with prevailing procedures, including by publicly declaring such firm or individual ineligible for a stated period of time: (i) to be awarded a public contract, and (ii) to be a nominated sub-consultant^b, sub-contractor, supplier, or service provider of an otherwise eligible firm being awarded a public contract.

1.7.1. In further pursuance of this policy, Consultants shall permit

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

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

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

the Client to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and to have them audited by auditors appointed by the Client.

- 1.7.2 Consultants and public officials shall be also aware of the provisions stated in sections 51 and 52 of the Public Procurement Act which can be consulted on the website of the Procurement Policy Office (PPO) : ppo.govmu.org.
- 1.7.3 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).
- 1.7.4 The Clients commits itself to take all measures necessary to prevent fraud and corruption and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the proposal for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to. If the Clients obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of Mauritius or if there be a substantive suspicion in this regard, he will inform the relevant authority(ies) and in addition can initiate disciplinary actions. Furthermore, such proposal shall be rejected.

Eligibility

- 1.8 Consultants participating in this selection process shall ascertain that they satisfy the eligibility criteria mentioned hereunder.
 - 1.8.1 (a) In accordance with CIDB Act 2008, Consultants, whether local or foreign under an existing or intended joint venture operating in the construction sector have the statutory obligation to be registered with the Construction Industry Development Board (CIDB), as appropriate, prior to bidding for the project.
 - (b) Consultants are strongly advised to consult the website of the CIDB cidb.govmu.org for further details concerning registration of consultants.
 - 1.8.2 (a) A firm or individual that has been sanctioned by the Government of the Republic of Mauritius in accordance with the above clause 1.7 shall be ineligible to be

awarded a public contract, or benefit from a public contract during such period of time as determined by the Procurement Policy Office.

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

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

Links for checking the ineligibility lists are available on the PPO's website: ppo.govmu.org.

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

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

**Eligibility of
Sub-
Consultants**

1.9 *Deleted*

**Origin of Goods
and Consulting
Services**

1.10 Goods supplied and Consulting Services provided under the Contract may originate from any country except if:

- (i) as a matter of law or official regulation, the Republic of Mauritius prohibits commercial relations with that country; or
- (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Republic of Mauritius prohibits any imports of goods from that country or any payments to persons or entities in that

country.

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|--|------|--|
| Only one Proposal | 1.11 | Consultants shall submit only one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to only one proposal. |
| Proposal Validity | 1.12 | The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. However should the need arise, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or, in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals. |
| 2. Clarification and Amendment of RFP Documents | 2.1 | Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet . The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2. |
| | 2.2 | At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account |

in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. Preparation of Proposals

- 3.1 (a) The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in English.
- (b) Notwithstanding the above, documents in French submitted with the bid may be accepted without translation.

- 3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal
- 3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
- (a) Consultants may associate with each other in the form of a joint venture or of a sub-consultancy agreement to complement their respective areas of expertise, strengthen the technical responsiveness of their proposals and make available bigger pools of experts, provide better approaches and methodologies.

In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

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

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

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

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

- (c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- (d) Documents to be issued by the Consultants as part of this assignment must be in English. It is desirable that the firm's Personnel have a working knowledge of English.

**Technical
Proposal
Format and
Content**

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

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

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

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

area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).

- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
- (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- (g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the **Data Sheet** specifies training as a specific component of the assignment.

3.5 The Technical Proposal shall **not** include any financial information. A Technical Proposal containing financial information may be declared non responsive.

Financial Proposals

3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the **Data Sheet**. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

Taxes

3.7 The Consultant, other than Mauritian nationals, shall be subject to local taxes (such as: value added tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract.

The Client will indicate the contact details of the Mauritius Revenue Authority in the Data Sheet to facilitate the Consultant from obtaining the relevant information in this respect. The Client shall also provide information in respect of taxes deductible at source if any on the fees payable to the

Consultant.

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

PROPOSAL.” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and reference number, and be clearly marked “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE** [*insert the time and date of the submission deadline indicated in the **Data Sheet***]”. The Client shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

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

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

5. Proposal Evaluation

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

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

Evaluation of Technical Proposals

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

in the **Data Sheet**.

**Financial
Proposals for
QBS**

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

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

- 5.4 After the technical evaluation is completed the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.
- 5.5 Financial Proposals shall be opened in the presence of the Consultants' representatives who choose to attend. The name of the consultants and the technical scores of the consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants, upon request.
- 5.6 The Client will correct any computational error. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the

Technical Proposal, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to Mauritian Rupees using the selling rates of exchange issued by the Bank of Mauritius, prevailing on the deadline for submission of proposals.

- 5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the **Data Sheet**. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the **Data Sheet**: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.

6. Negotiations

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

Technical negotiations

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

which will be signed by the Client and the Consultant.

Financial negotiations

- 6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Republic of Mauritius, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In case of Quality and Cost Based Selection, Fixed-Budget Selection, or the Least-Cost Selection methods, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates except in the event that there is only one responsive bidder whose evaluated rates substantially exceed the estimated cost and a re-bid exercise is not considered practical, such rates may be exceptionally negotiated. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

Availability of Professional staff/experts

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

Conclusion of the negotiations	6.5	Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.
7. Award of Contract	7.1	The Consultant whose bid attains the highest score, in accordance with the criteria and selection method set forth in the request for proposals, or the one with the least cost in the case of the Least Cost method of selection, shall be selected for award, subject to satisfactory conclusion of negotiation.
	7.2	For contract above the prescribed threshold, the Client shall notify the selected Consultant of its intention to award the contract and shall simultaneously notify all other short listed consultants of its decision.
	7.3	For contracts not exceeding the prescribed threshold, the client shall issue the Letter of Award.
	7.4	In the absence of a challenge by any other consultant within 7 days of the notice under section 7.2, the contract shall be awarded to the selected Consultant
	7.5	Within seven days from the issue of Letter of Award, the Client shall publish on the Public Procurement Portal (publicprocurement.govmu.org) and the Client's website, the results of the RFP process identifying the: (i) name of the successful Consultant, and the price it offered, as well as the duration and summary scope of the assignment; and (ii) an executive summary of the RFP Evaluation Report, for contracts above the prescribed threshold referred to in section 7.2.
	7.6	After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.
	7.7	The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet .
8. Confidentiality	8.1	Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process until the publication of the award. The undue use by any Consultant of confidential information related to the process may result in

the rejection of its Proposal and may be subject to the provisions of the Government's antifraud and corruption policy.

9. Debriefing

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

Instructions to Consultants – Data Sheet

Paragraph Reference	
1.1	Name of the Client: Gambling Regulatory Authority Method of selection: Quality and Cost Based Selection (QCBS)
1.2	Financial Proposal to be submitted together with Technical Proposal: As per submission mode in letter of invitation. Name of the assignment is: Consultancy for review and improvement of the Rules of Racing & appeal procedures under the Appeal Committee Regulations for horseracing in Mauritius.
1.4	The Client will provide the following inputs and facilities: The Gambling Regulatory Authority (GRA) shall provide the Consultant with the necessary support to facilitate the execution of the assignment. This will include the provision of suitable office accommodation, workspace, and access to relevant facilities. The Consultant will also be granted access to all pertinent information, documentation, and resources required for the effective and timely completion of the consultancy services.
1.6.1	The Client envisages the need for continuity for downstream work: No
1.12	Proposals must remain valid 90 days after the deadline for date of submission.
1.8.1	The Client shall not consider a proposal from a Consultant which do not satisfy the registration requirements as spelt out in this clause, except for 1.8.1(a) and 1.8.1 (b)
1.8.2 (e)	Participation is open to National and International Consultant/Consultancy Firm.
2.1	Clarifications may be requested not later than 7 working days before the deadline for submission date. The email address for requesting clarifications is: r.appadoo@gra.mu

	Requests received after the prescribed period shall not be entertained. The Authority will forward the clarifications 3 working days before the deadline for submission date
3.3 (b)	The estimated number of professional staff-months required for the assignment is: 7 (seven) months
3.4	The format of the Technical Proposal to be submitted is: FTP
3.4 (g)	Training is a specific component of this assignment: No
3.6	The Consultant shall include the items mentioned hereunder in its Lump sum price. (1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the Client's country for purposes of the Services; (2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; (3) cost of investigations and surveys; (4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services; (5) cost of printing and dispatching of the reports to be produced for the Services; (6) other allowances where applicable and provisional or fixed sums (if any); and (7) cost of such further items required for purposes of the Services not covered in the foregoing.
3.7	The contact details are: Mauritius Revenue Authority Ehram Court, Cnr Mgr. Gonin & Sir Virgil Naz Streets, Port Louis, Mauritius Tel: +230 207 6000 •Fax: +230 207 6053

	Email: largetaxpayer@mra.mu ● Website: http://mra.mu														
4.2	No written evidence is required.														
4.3	For submission in the Tender Box, Consultants must submit the original and a soft copy of the Technical Proposal, and only the original of the Financial Proposal.														
4.5	Proposals must be submitted as indicated at paragraph 4 of the Letter of Invitation. Proposals must be submitted not later than the following date and time: Not later than 13.00 hours (Mauritius Time) on 25 August 2026														
5.2	Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are: <table> <thead> <tr> <th></th><th><u>Points</u></th></tr> </thead> <tbody> <tr> <td>(i) Understanding of the Assignment and Methodology</td><td>25</td></tr> <tr> <td colspan="2"> Assessment of the bidder's understanding of: • The current Rules of Racing environment • Governance, integrity and welfare issues • Regulatory reform processes • Legal drafting requirements • Stakeholder consultation requirements Evaluation factors: • Quality of proposed methodology • Clarity of work plan • Innovation and practicality of approach • Risk management strategy </td></tr> <tr> <td>(ii) Relevant Experience in Racing Regulation Reviews</td><td>25</td></tr> <tr> <td colspan="2"> Assessment of experience in: • Rules of Racing reviews • Sports regulation reviews • Regulatory reform projects • Integrity and disciplinary frameworks • Equine industry regulations Preferred experience: • Thoroughbred racing authorities • Harness racing authorities • Greyhound racing authorities • Sports governing bodies </td></tr> <tr> <td>(iii) Legal Drafting and Regulatory Expertise</td><td>15</td></tr> <tr> <td colspan="2">Assessment of:</td></tr> </tbody> </table>		<u>Points</u>	(i) Understanding of the Assignment and Methodology	25	Assessment of the bidder's understanding of: • The current Rules of Racing environment • Governance, integrity and welfare issues • Regulatory reform processes • Legal drafting requirements • Stakeholder consultation requirements Evaluation factors: • Quality of proposed methodology • Clarity of work plan • Innovation and practicality of approach • Risk management strategy		(ii) Relevant Experience in Racing Regulation Reviews	25	Assessment of experience in: • Rules of Racing reviews • Sports regulation reviews • Regulatory reform projects • Integrity and disciplinary frameworks • Equine industry regulations Preferred experience: • Thoroughbred racing authorities • Harness racing authorities • Greyhound racing authorities • Sports governing bodies		(iii) Legal Drafting and Regulatory Expertise	15	Assessment of:	
	<u>Points</u>														
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(iii) Legal Drafting and Regulatory Expertise	15														
Assessment of:															

	• Legislative drafting capability • Regulatory drafting experience • Administrative law expertise • Appeals and disciplinary framework design • Compliance and enforcement expertise Deliverables requiring this expertise include: • Revised Rules of Racing • Concordance table • Implementation roadmap (iv) Key Personnel and Team Composition 15 Assessment of proposed team members. Suggested desirable expertise: Project Director • Regulatory reform experience • Strategic oversight Racing Rules Specialist • Rules of Racing experience • Stewarding and integrity expertise Legal Drafting Expert • Regulatory drafting background Stakeholder Engagement Specialist • Consultation and workshop facilitation Evaluation factors: • Qualifications • Years of experience • Availability • Past project performance (v) Benchmarking and International Best Practice Experience 10 Experience comparing frameworks against: • IFHA standards • British Horseracing Authority • Racing Australia • Hong Kong Jockey Club • Other leading jurisdictions (vi) Stakeholder Consultation Approach 10 Assessment of: • Consultation methodology • Facilitation capability • Consensus-building approach • Change-management expertise Total points for the six criteria: 100 The minimum technical score St required to pass is: 70 Points

5.7	The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration. The weights given to the Technical (T) and Financial Proposals(P) are: $T = 80\%$; and $P = \underline{20\%}$
7.7	Expected date for commencement of consulting services: Early September 2026,

Section 3. Technical Proposal - Standard Forms

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

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

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Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To: Chief Executive
Gambling Regulatory Authority
Level 12, Newton Tower
Sir William Newton Street
Port Louis
Republic of Mauritius

Dear Sir/Madam:

- (a) We, the undersigned, offer to provide the consulting services for the **Consultancy for review and improvement of the Rules of Racing & appeal procedures under the Appeal Committee Regulations for horseracing in Mauritius** in accordance with your Request for Proposal dated 04 August 2026. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.
- (b) We are submitting our Proposal in association with: *[Insert a list with full name and address of each associated Consultant]*²
- (c) We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
- (d) If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.
- (e) We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.7 of the Data Sheet.
- (f) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:
 - (i) We shall not, directly or through any other person or firm, offer, promise or give to any of the clients' employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial

benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- (ii) We shall not enter with other Consultants into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of proposals or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- (iii) We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

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

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

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

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

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

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

B - Consultant's Experience

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

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

Firm's Name: _____

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

A - On the Terms of Reference

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

B - On Counterpart Staff and Facilities

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

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

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

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

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

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

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

Form TECH-5: Team Composition and Task Assignments

[illegible]

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

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

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

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

4. Date of Birth: _____ **Nationality:** _____

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

6. Membership of Professional Associations: _____

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

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

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

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

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

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

13. Certification:

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

[Signature of staff member or authorized representative of the staff]

Date: _____
Day/Month/Year

Full name of authorized representative: _____

Form TECH-7: Staffing Schedule¹

N°	Name of Staff	Staff input (in the form of a bar chart) ²													Total staff-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total
Foreign																	
1		[Home]															
		[Field]															
2																	
3																	
n																	
Subtotal																	
Local																	
1		[Home]															
		[Field]															
2																	
n																	
Subtotal																	
Total																	

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Consultant's home office.

 Full time input
 Part time input

Form TECH-8 Work Schedule

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

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

Section 4. Financial Proposal - Standard Forms

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

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

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

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Form FIN-5: Breakdown of Reimbursable Expenses (Lump-Sum)	51
Appendix: Financial Negotiations - Breakdown of Remuneration Rates	Error! Bookmark not defined.

Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To: Chief Executive
 Gambling Regulatory Authority
 Level 12, Newton Tower
 Sir William Newton Street
 Port Louis
 Republic of Mauritius

Dear Sir/Madam:

- (a) We, the undersigned, offer to provide the consulting services for the **Consultancy for review and improvement of the Rules of Racing & appeal procedures under the Appeal Committee Regulations for horseracing in Mauritius** in accordance with your Request for Proposal dated 04 August 2026 and our Technical Proposal. Our attached Financial Proposal is for the lump sum of [*Insert amount(s) in words and figures*¹]. This amount is inclusive of the local taxes except VAT.
- (b) Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.
- (c) Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

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

- (d) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:
- i. We shall not, directly or through any other person or firm, offer, promise or give to any of the clients' employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange

any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- ii. We shall not enter with other applicants into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- iii. We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

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

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

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

2 If applicable, replace this paragraph with: “No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution.”

Form FIN-2: Summary of Costs

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

1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.

2 Indicate the total costs, net of local taxes, to be paid by the Client in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

Form FIN-3: Breakdown of Costs by Activity¹

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

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.
- 5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

Form FIN-4: Breakdown of Remuneration¹ (Lump-Sum)

(This Form FIN-4 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

Name ²	Position ³	Staff-month Rate ⁴
Foreign Staff		
		[Home] _____ [Field] _____

Local Staff		
		[Home] _____ [Field] _____

- 1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work..

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

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

Nº	Description ¹	Unit	Unit Cost ²
	Per diem allowances	Day	
	International flights ³	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [Insert place] and [Insert place]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the Client's personnel ⁴		

- 1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 2 Indicate unit cost and currency.
- 3 Indicate route of each flight, and if the trip is one- or two-ways.
- 4 Only if the training is a major component of the assignment, defined as such in the TOR.

Section 5. Terms of Reference

Review and improvement of the Rules of Racing & appeal procedures under the Appeal Committee Regulations for horseracing in Mauritius.

Purpose: To establish the scope, objectives, governance, methodology and deliverables for a comprehensive review and redrafting of the Rules of Racing applicable to horse racing in Mauritius, taking into account the Gambling Regulatory Authority Act (GRAA), the role of the Horse Racing Integrity Division of the GRA, the role of the horse racing organiser (MTCJC), participants, race officials and all relevant stakeholders.

1. Background

The Mauritian horse racing industry requires a modern, coherent and enforceable Rules of Racing framework that reflects current industry practices, integrity requirements, animal welfare standards, licensing arrangements, governance expectations and statutory obligations. The review shall assess the adequacy, effectiveness and consistency of the existing Rules of Racing and produce a revised rulebook aligned with the Gambling Regulatory Authority Act and any applicable regulations, directives or licensing conditions.

2. Objectives

Conduct a complete review which shall:

- (a) identify gaps, inconsistencies and obsolete provisions;
- (b) align rules with legislation;
- (c) clarify roles of the the Horse Racing Organiser (in line with prevailing legislation), race officials, licensed persons and regulators;
- (d) strengthen integrity, disciplinary and enforcement provisions;
- (e) promote transparency, animal welfare, safety and operational efficiency;
- (f) benchmark against recognised international racing jurisdictions and the IFHA.;
- (g) produce a modern and comprehensive Rules of Racing; and
- (h) provide a robust and fair mechanism for appeals, including the selection of members of the appeal committee and the procedure to conduct appeals

3. Scope of Work

The review shall include governance and regulatory framework; licensing and registration; race meeting administration; entries, declarations and handicapping; jockeys, trainers, owners and stable employees; veterinary and equine welfare requirements; race-day operations; stewards powers; investigations and inquiries; anti-doping and prohibited substances; betting integrity; disciplinary processes; appeals, including selection of members of the Appeal Committee and the procedure to hear and determine appeals; data management; technology; sanctions; emergency procedures; and transitional arrangements.

4. Legislative and Regulatory Review

Examine the Gambling Regulatory Authority Act, subsidiary legislation, licenses, directives, codes and regulatory instruments relevant to horse racing.

Identify areas where the Rules of Racing must support or complement statutory powers of the GRA and avoid duplication or conflict.

5. Review of the Role of the Horse Racing Organiser (MTCJC)

Assess and define the role, powers, responsibilities and accountability of MTCJC as the horse race organiser, including race meeting management, safety obligations, infrastructure, operational control, reporting obligations, integrity coordination, stakeholder engagement, compliance responsibilities and interaction with the regulator and make any recommendations regarding governance provisions, decision-making authority and escalation mechanisms.

6. Stakeholder Consultation

Consult with the GRA, MTCJC, owners, trainers, jockeys, stable employees, veterinarians, race officials, handicappers, betting operators, animal welfare representatives, legal experts and other relevant parties as may be necessary.

Document stakeholder views and incorporate appropriate recommendations.

7. Benchmarking

Compare the Mauritian framework against selected international jurisdictions such as the British Horseracing Authority, Hong Kong Jockey Club, Racing Victoria, South Africa and other relevant bodies to identify best practices.

8. Key Review Questions

Whether the existing rules are legally sound; whether responsibilities are clear; whether enforcement provisions are adequate; whether integrity safeguards are effective; whether animal welfare protections meet modern expectations; whether dispute resolution processes are fair; and whether operational provisions support efficient conduct of racing.

9. Deliverables

Inception report and work plan; diagnostic review report; gap analysis matrix; benchmarking report; stakeholder consultation report; first exposure draft of revised Rules of Racing; final revised Rules of Racing; concordance table linking current and proposed provisions; implementation roadmap; and executive summary.

A. Inception Report and Work Plan

Purpose

The inception report establishes the project scope, methodology, governance, timelines, and deliverables before substantive work begins.

Key Contents

- Project objectives
- Scope of review
- Methodology and approach
- Stakeholder engagement plan
- Risk assessment
- Project governance structure
- Detailed work schedule and milestones

What It Answers

- How will the review be conducted?
- Who will be consulted?
- What are the timelines and outputs?

Output

A formal project initiation document serving as the agreed roadmap for the assignment.

B. Diagnostic Review Report

Purpose

To assess the current Rules of Racing and identify strengths, weaknesses, inconsistencies, and areas requiring revision.

Key Activities

- Review existing rules
- Assess clarity and enforceability
- Examine disciplinary and appeals provisions
- Review practical application by stewards and officials
- Identify outdated provisions

Key Contents

- Summary of current framework
- Operational issues
- Legal and regulatory concerns
- Areas of ambiguity
- Initial findings and observations

Output

A comprehensive assessment of the current state of the Rules of Racing.

C. Gap Analysis Matrix**Purpose**

To systematically identify areas where existing rules fall short of best practice, operational needs, or regulatory requirements.

Typical Structure

Current Rule	Issue Identified	Gap	Recommended Action	Priority
Rule X	Ambiguous wording	Enforcement difficulty	Redraft	High

Benefits

- Provides a clear audit trail
- Prioritizes amendments
- Supports drafting decisions

Output

A structured matrix showing what needs to change and why.

D. Benchmarking

Purpose

To compare the current Rules of Racing against leading domestic and international racing jurisdictions.

Typical Jurisdictions

- British Horseracing Authority (BHA)
- Racing Victoria
- Racing New South Wales
- Hong Kong Jockey Club
- Singapore Turf Club
- International Federation of Horseracing Authorities (IFHA)

Key Areas Compared

- Integrity provisions
- Licensing
- Medication control
- Equine welfare
- Steward powers
- Appeals mechanisms
- Disciplinary procedures

Output

A report identifying best practices and recommendations for adoption.

E. Stakeholder Consultation

Purpose

To document stakeholder feedback and demonstrate that the review process was inclusive and evidence-based.

Stakeholders Typically Consulted

- Racing Authority Board
- Stewards
- Trainers
- Jockeys/Riders
- Owners
- Veterinarians
- Race clubs
- Integrity officials
- Legal advisers
- Chairperson(s) of the Appeal Committee

Key Contents

- Consultation methodology
- Stakeholders engaged
- Issues raised
- Areas of consensus
- Areas of disagreement
- Recommendations arising from consultations

Output

A documented record of stakeholder input and resulting policy considerations.

(A consultation period with local stakeholders' interviews of about 10 days is necessary.)

F. First Exposure Draft of Revised Rules of Racing

Purpose

To present the first complete version of the rewritten rules for review and comment.

Characteristics

- Incorporates findings from diagnostic review
- Addresses identified gaps
- Reflects benchmarking outcomes
- Includes modernized language and structure

Objectives

- Test new drafting approach
- Obtain stakeholder feedback
- Identify unintended consequences

Output

A complete draft rulebook for consultation and technical review.

G. Final Revised Rules of Racing**Purpose**

To provide the authoritative final version of the Rules of Racing incorporating all approved amendments.

Features

- Legally robust
- Operationally practical
- Consistent terminology
- Enforceable provisions
- Aligned with international best practice

Key Components

- Definitions
- Licensing
- Race administration
- Conduct rules

- Integrity provisions
- Welfare requirements
- Disciplinary framework
- Appeals procedures

Output

The finalized rulebook ready for approval and implementation.

H. Concordance Table Linking Current and Proposed Provisions**Purpose**

To provide traceability between the old and new rules.

Benefits

- Facilitates review and approval
- Simplifies training and implementation
- Maintains legislative history

Output

A cross-reference document showing how every existing rule has been treated.

I. Implementation Roadmap**Purpose**

To guide the transition from the current rules to the revised Rules of Racing.

Key Components

- Approval process
- Effective dates
- Transitional provisions
- Training requirements
- Communication strategy

- System and form updates
- Resource requirements
- Monitoring and review framework

Typical Phasing

Phase 1: Approval

- Board approval
- Legal review

Phase 2: Preparation

- Stakeholder communication
- Training programs

Phase 3: Go-Live

- New rules take effect

Phase 4: Post-Implementation Review

- Monitor effectiveness
- Address emerging issues

Output

A practical implementation and change-management plan.

J. Executive Summary

Purpose

To provide senior leadership with a concise overview of the entire project.

Key Contents

- Review objectives
- Methodology
- Key findings
- Major risks identified

- Recommended reforms
- Summary of stakeholder feedback
- Key changes in revised rules
- Implementation recommendations

Audience

- Board members
- Executive management
- Regulators

Output

A high-level, decision-maker-oriented summary of the review and rewrite project.

11. Timetable

The deliverables must be kept to a strict timetable. These are based on the contract being awarded in the first week of September 2026.

Deliverable A within 2 weeks

B, C and D within the first month of the contract

E above by 30th November 2026,

F by 15th January 2027

G by 28th February 2027

H I and J 31st March 2027

12. Drafting Principles

Rules shall be clear, enforceable, consistent, plain-language based, legally robust, technology-neutral where appropriate, proportionate and aligned with integrity, transparency and animal welfare principles.

13. Governance of Assignment

A Steering Group should oversee the exercise and may include representatives from the GRA (HRID) and independent experts. The Group shall review key milestones and provide strategic guidance.

14. Outputs Relating to Enforcement

The revised rules shall include a modern sanctions framework, investigation powers, evidential standards, disciplinary processes, appeal rights, conflict-of-interest provisions and compliance monitoring mechanisms.

15. Implementation Strategy

Provide recommendations for training, communication, publication, transitional provisions, phased implementation, change-management requirements and future review mechanisms.

16. Expected Outcomes

A comprehensive, coherent and modern Rules of Racing framework that supports integrity, public confidence, regulatory compliance, stakeholder certainty, fair competition and sustainable development of horse racing in Mauritius.

17. Terms of payment

The contract is broadly divided into 3 keys areas and payment will be made after the completion of each key area as indicated below and duly certified by the Head of the Horse Racing and Integrity Division:

- (i) Initial research, rules review and stakeholder consultation – 20 % of contract amount
- (ii) Rules re write – 40 % of contract amount
- (iii) Stakeholder review and launch of new rules – 40 % of contract amount.

Section 6. Sample Contract for Small Assignment

SAMPLE CONTRACT FOR CONSULTING SERVICES SMALL ASSIGNMENTS LUMP-SUM PAYMENTS

CONTRACT No. *[insert]*

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between *[insert Client’s name]* (“the Client”) having its principal place of business at *[insert Client’s address]*, and *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s address⁶]*.

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

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

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

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

3. **Payment**
 - A. Ceiling

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

⁶ Avoid use of “P.O. Box” address

obligation that may be imposed on the Consultant.

Note: With respect to temporary admissions, the temporary admission regime under the Customs Act will apply.

B. Schedule of Payments

The schedule of payments is specified below⁷:

[insert detailed list of payments specifying amount of each installment, deliverable/output for which the installment is paid and currency]

C. Payment Conditions

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

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

4. Project Administration

A. Coordinator.

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

B. Reports.

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

5. Performance Standards

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

6. Inspections and Auditing

The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Client and/or persons or auditors appointed by the Client to inspect and/or audit its accounts and records and other documents

⁷ Fill in based on required outputs as described in Annex A (Terms of Reference) and Annex C (Reporting Requirements). Avoid front-loaded payments. Advance payments in contracts with firms require a bank guarantee for the same amount.

relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Client (including without limitation s determination of ineligibility) in accordance with prevailing sanctions procedures.

- 7. Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 8. Ownership of Material** Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software⁸.
- 9. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project
- 10. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 11. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 12. Law Governing Contract and Language** The Contract shall be governed by the laws of Mauritius, and the language of the Contract shall be *English*.
- 13. Dispute Resolution⁹** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of Mauritius.
- 14. Termination** The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the

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

⁹ In case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 13: "Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."

events specified in paragraphs (a) through (d) of this Clause:

- (a) If the Consultant commits a material breach or fails to remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.
- (d) For its convenience at any time upon a determination that because of changed circumstances the continuation of the contract is not in the public interest. Upon such a termination, the contractor will be entitled to reimbursement of expenses incurred in the performance of the contract, but will not be entitled to recover anticipated profits on the completion of the contract.

**15. Integrity
Clause**

The Consultant shall take steps to ensure that no person acting for it or on its behalf will engage in any type of fraud and corruption during the contract execution.

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

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____