

MINISTRY OF ENERGY AND PUBLIC UTILITIES
“SELECTION OF CONSULTANTS FOR PANEL OF DAM EXPERTS”
Procurement Ref MEPU/OAB/19/25-26 - CLARIFICATION REQUESTS

SN	Clarification sought/Request made	Replies to Clarifications
1	<p>Request for an extension of deadline at least until the end of May on the basis of:</p> <ul style="list-style-type: none"> i. the AFD rules of proposal submission in hard copies takes more than a week if the parcel is retained on the customs; and ii. in other tenders in Mauritius with AFD funding, the extension of deadline was announced when we already submitted our tenders, thus we could not consider the answers to clarifications. 	<p>Please refer to Addendum No. 2.</p>
2	<p>Request to have access to any available reports, studies, or technical documentation related to:</p> <ul style="list-style-type: none"> • Rivière des Anguilles Dam Project • La Ferme Dam Rehabilitation • La Nicolière Reservoir Enlargement Study • La Nicolière Feeder Canal Rehabilitation • Studies on potential sites for small dams/diversion structures. 	<p>Reports will be shared with the selected Consultant during contract implementation.</p> <p>Please refer to Addendum No. 3.</p>
3	<p>A. CIDB Registration Timeline for Foreign Consultants</p> <ul style="list-style-type: none"> • Clause 1.8.1(a) of the RFP states that Consultants, whether local or foreign, have the statutory obligation to be registered with the Construction Industry Development Board (CIDB) prior to bidding for the project. We understand that foreign consultants are required to obtain Provisional Registration (Form RG2) prior to proposal submission, and Temporary Registration (Form RG3) if the contract is awarded. Given the proposal submission deadline of 14 May 2026, could the Client please advise: 	<p>CIA (previously CIDB) registration is mandatory for all Consultants (local or foreign) prior to bidding, as per Clause ITC 1.8.1(a) of the RFP. Foreign consultants should liaise with CIA to obtain the appropriate provisional/temporary registrations in line with CIA regulations before or by the bid submission date.</p>

<p>a) What is the typical processing time for a Provisional Registration application by a foreign consultant at the CIDB?</p> <p>b) Is it acceptable for a foreign consultant to submit its proposal while the CIDB Provisional Registration application is being processed, provided that evidence of the application having been lodged is included with the proposal?</p> <p>c) Alternatively, would the Client consider extending the submission deadline to allow adequate time for foreign consultants to complete the CIDB registration process?</p> <p>B. Local Consultant Collaboration Requirement</p> <p>The CIDB (Collaboration between Foreign and Local Consultants) Regulations 2021, made under Section 34 of the CIDB Act (Act 35 of 2008), require foreign consultants to collaborate with a registered local consultant, with the local consultant's share being not less than 25% of the total fee. However, Regulation vi) provides that where no local consultant has the necessary experience or expertise in a field of specialisation, the requirement shall not be applicable. Given the highly specialized nature of the Panel of Dam Experts assignment - which requires internationally experienced specialists in dam design and construction, engineering geology/geotechnical engineering for dams, hydraulic engineering for dam appurtenances, and FIDIC-based contract administration for large dam projects - could the Client please clarify:</p> <p>a) Whether the local collaboration requirement under the CIDB Regulations applies to this assignment, given its specialized nature?</p>	<p>The Client does not impose additional collaboration requirements beyond provisions as stipulated in the TOR documents.</p> <p>Consultants are responsible for ensuring compliance with applicable CIA regulations.</p> <p>No specific local firms are being recommended by the Client.</p>
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	<p>b) If the collaboration requirement does apply, whether the Client would consider a collaboration arrangement limited to logistical and administrative support (rather than technical dam engineering services), given that the specialized expertise required is unlikely to be available from local consultants?</p> <p>c) Whether the Client can recommend or identify any registered local consultants with relevant dam engineering experience who might serve as a collaboration partner for this assignment?</p> <p>C. CIDB Registration for Individual Sub-Consultant Experts</p> <p>Section 2(1) of the CIDB Act (Act 35 of 2008) defines ‘consultant’ as “a firm that provides consultancy services in the construction industry” and ‘foreign consultant’ as “a firm (a) that provides consultancy services in the construction industry; and (b) the control of which is vested in a person who is a non-citizen, with relevant professional qualifications.” The registration requirements under Sections 19 and 20 apply to consultants and foreign consultants as so defined - that is, to firms, not to individual professionals.</p> <p>Our proposed Panel comprises a lead consulting firm (the Consultant) with three individual international experts engaged as sub-consultants. These individuals are not firms within the meaning of Section 2(1) and do not independently provide consultancy services in the construction industry - they are engaged by, and work under the direction of, the registered Consultant.</p>	<p>Consultant to liaise with CIA.</p>
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<p>a) Could the Client please confirm that CIDB registration - whether under Section 19 or Section 20 - is required only for the lead consulting firm, and not for the individual expert sub-consultants?</p> <p>D. Currency of Payment - Apparent Inconsistency in Contract Documents</p> <p>SCC 44.1 states that the currency of payment shall be Mauritian Rupees. However, numerous other provisions within the same RFP documents contemplate and explicitly provide for payment in foreign currency. We respectfully draw the Client's attention to the following apparent inconsistencies:</p> <ul style="list-style-type: none"> • Clause 3.8 of the Instructions to Consultants: This clause permits Consultants other than Mauritian nationals to express the price of their services in a maximum of three freely convertible currencies. The Data Sheet at Paragraph Reference 3.8 confirms that Consultants are to state local costs in Mauritian Rupees, implying that non-local costs may be stated in foreign currency. • Financial Proposal Standard Forms (FIN-2, FIN-3, FIN-4, FIN-5): All financial forms include separate columns for up to three foreign currencies and Mauritian Rupees. Form FIN-4 specifically instructs Consultants to "indicate separately staff-month rate and currency for home and field work" and to "indicate between brackets the name of the foreign currency." This structure presupposes that remuneration for foreign staff will be denominated and paid in a foreign currency. • GCC 41.2 - Ceiling Amount: This clause establishes that payments shall not exceed "the ceilings in foreign currency and in local currency specified in the SCC." The use of the plural "ceilings" and the distinction between foreign and 	<p>Consultants shall express their financial proposals in Mauritian rupees. Please refer to Addendum No. 3.</p>
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	<ul style="list-style-type: none"> • local currency confirm that the General Conditions envisage a dual currency contract. • GCC 45.1(b) - Monthly Invoicing: This clause requires that “separate invoices shall be submitted for expenses incurred in foreign currency and in local currency,” which would be unnecessary if payment were exclusively in Mauritian Rupees. • SCC 45.1(a) - Advance Payment: The SCC template for the advance payment clause provides for “an advance payment of [insert amount] in foreign currency [and of [insert amount] in local currency],” explicitly contemplating an advance in foreign currency. • SCC 45.1(e) - Bank Accounts: The SCC provides for two separate bank accounts: “for foreign currency: [insert account]” and “for local currency: [insert account].” This would serve no purpose under a single currency (MUR) contract. • SCC 42.3 - Price Adjustment: The SCC contains a detailed price adjustment formula with separate mechanisms for remuneration in foreign currency and in local currency, including a cross-currency correction factor. This provision is meaningful only if remuneration is payable in more than one currency. • Appendix C Remuneration Cost Estimates: The contract form at Appendix C includes the note “If more than one currency, add a table,” confirming that multi-currency remuneration is anticipated. <p>In light of the above, SCC 44.1 appears to be inconsistent with the balance of the RFP and contract documents, all of which are structured for a multi-currency contract - as would be expected for an internationally procured assignment involving foreign experts based in multiple countries. We therefore respectfully request the Client to clarify:</p>	
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	<p>a) Whether SCC 44.1 should be amended to permit payment of the foreign currency component of the Consultant's remuneration in a freely convertible currency (such as USD, EUR, or other forex), with only the local cost component payable in Mauritian Rupees, consistent with Clause 3.8, the GCC, and the Financial Proposal Standard Forms?</p> <p>b) If payment is to be made exclusively in Mauritian Rupees notwithstanding the above provisions, how should Consultants complete the multi-currency Financial Proposal forms (FIN-2 through FIN-5), and what exchange rate mechanism or date of conversion will apply for payment purposes?</p> <p>c) If payment is exclusively in Mauritian Rupees, whether the price adjustment provisions of SCC 42.3 will include a foreign exchange adjustment component to protect international Consultants against currency fluctuation over the 3-year contract duration?</p> <p>We raise this matter in a constructive spirit. Payment exclusively in local currency, without a forex adjustment mechanism, over a 3-year contract period exposes international experts to material exchange rate risk. This risk would need to be priced into the financial proposal, reducing competitiveness, or may discourage qualified international specialists from committing to the assignment. Permitting foreign currency payment for the foreign component - as the RFP's own forms and GCC clearly anticipate - would resolve this issue and is consistent with standard international procurement practice for consulting services.</p>	
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<p>E. Advance Payment, Retainer, and Financial Security</p> <p>GCC 45.1(a) contemplates an advance payment secured by a bank/insurance guarantee (Appendix E). However, SCC 45.1(a) leaves all key terms as placeholders - the amount in foreign currency, the amount in local currency, the number of days after the Effective Date, and the set-off period are all unspecified. Neither the Data Sheet nor the Special Conditions provide these terms.</p> <ul style="list-style-type: none"> • Under the current contract structure, remuneration is payable monthly in arrears with a 60-day payment window (GCC 45.1(b) and (c)). In practice, Panel members will deliver services and incur costs - including international travel, accommodation, and professional time - up to 90 days or more before receiving payment. • Unlike assignments financed by multilateral development banks (where the financing institution's involvement provides de facto payment security through controlled disbursement), this assignment is funded from the Government of Mauritius's own budgetary resources. The absence of defined advance payment terms, combined with the payment-in-arrears structure and the unresolved currency of payment (Clarification No. 4), creates material financial uncertainty for international experts considering this assignment. • For on-call advisory panels of this nature, international best practice typically provides for one or more of the following: (i) a mobilisation advance upon contract effectiveness; (ii) a periodic retainer fee to secure expert availability between missions, reflecting the opportunity cost of holding capacity for the Client; and/or (iii) confirmed budgetary allocation or funding assurance for the contract period. <p>Could the Client please clarify:</p>	<p>No provision is made in the RFP for advance payment, retainer or availability fees.</p> <p>Budgetary provisions for the assignment have been secured by the Client for the contract period.</p>
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<p>a) What is the maximum advance payment amount (or percentage of contract value) that the Client is prepared to make available, and within how many days of the Effective Date will it be paid?</p> <p>b) Over how many months will the advance payment be set off against the Consultant's monthly invoices?</p> <p>c) Would the Client consider incorporating a periodic retainer or availability fee (e.g., quarterly or semi annual) into the contract to secure the continued availability and commitment of the Panel members between missions? Such a retainer is standard practice for on-call expert panels and would be set off against time actually worked during each period and controlled by signed time sheets against each assignment - for proper records and controls on remuneration.</p> <p>d) Is the Client in a position to confirm budgetary allocation or funding availability for the full 3-year contract period, to provide assurance to the Consultant and the proposed experts that payments will be made in accordance with the contract terms?</p> <p>e) With reference to Clarification No. 4 regarding currency of payment: will the advance payment be denominated in the same currency (or currencies) as the contract remuneration, and will the corresponding bank/insurance guarantee be required in the same currency (or currencies)?</p> <p>We note that SCC 45.1(a) and Appendix E both anticipate that the advance payment and the associated guarantee may be denominated in foreign currency, which is consistent with the multi-currency contract structure discussed in Clarification No. 4. We raise these matters because the ability of the Consultant to assemble and retain a qualified international panel over a 3-year period is directly contingent upon clear</p>	
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	<p>and adequate financial arrangements. Clarity on these points will enable the Consultant to submit a realistic financial proposal and to provide firm commitments from all proposed Panel members.</p> <p>F. Taxes, Withholding, and Customs Duties</p> <ul style="list-style-type: none"> • All proposed internationally recognized Panel subject expert members will be engaged as sub-consultants to the lead consulting firm, Darren Protulipac and Associates Ltd., a Canadian corporation. All contract payments will flow from the Client to the Consultant (a single Canadian entity). The Consultant's onward payments to its sub-consultant experts are the Consultant's own contractual arrangements and do not constitute separate payments by the Client. • Clause 3.7 states that the Consultant shall be subject to local taxes including VAT, social charges, income taxes on non-resident foreign personnel, duties, fees, and levies. GCC 43.1 provides that such taxes are "deemed to have been included in the Contract Price." We understand that under Mauritian domestic law, payments to a non-resident entity for services rendered in Mauritius are subject to withholding tax (WHT) at 10%. There is no Double Taxation Avoidance Agreement in force between Canada and Mauritius — the MRA lists a Canada–Mauritius treaty as "being negotiated" only — and accordingly the full 10% domestic rate applies with no treaty relief. • GCC 43.1's default position — that taxes are deemed included in the Contract Price — means the 10% WHT effectively reduces the Consultant's net remuneration by 10%. For a 3-year assignment with four senior international experts, this represents a substantial reduction in the effective fee. To recover 	<p>Consultants to liaise with the Mauritius Revenue Authority.</p>
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	<p>the same net remuneration, the Consultant would need to gross up its proposed rates by approximately 11%, which inflates the financial proposal and reduces competitiveness - without providing any additional value to the Client.</p> <ul style="list-style-type: none"> • In internationally procured consulting assignments, it is common practice for the Client government to bear the tax burden on foreign consultant remuneration, through one of the following mechanisms: <ul style="list-style-type: none"> ✓ Tax exemption: The Client obtains a tax exemption for the Consultant and its personnel from the relevant tax authority, consistent with GCC 35.1 which already obliges the Client to use best efforts to assist with exemptions from requirements to register or obtain permits. Many government clients extend this to tax exemptions for foreign consultants engaged on public-interest infrastructure projects. ✓ Gross-up / tax reimbursement: If a tax exemption is not available, the Client reimburses the Consultant for taxes withheld or assessed, so that the Contract Price represents the net amount receivable by the Consultant. The tax amount is treated as an additional Client cost outside the evaluated Contract Price. ✓ This is the standard approach under World Bank and African Development Bank-financed consulting contracts, where the financing agreement typically requires the borrower government to bear taxes on consultant remuneration. ✓ Net-of-tax contract pricing: The SCC is amended to provide that the Contract Price is expressed net of Mauritian taxes, and the Client adds the applicable tax at the point of payment. This is functionally equivalent 	
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	<p>to above but is reflected in the contract structure rather than as a reimbursement.</p> <ul style="list-style-type: none"> • We respectfully submit that one of the above mechanisms would be appropriate for this assignment. The Panel of Dam Experts provides an essential public-interest advisory service to the Government of Mauritius for the safety of its dam infrastructure. Requiring the Consultant to absorb a 10% tax on remuneration - with no DTAA relief available - penalises the most qualified international firms and reduces the effective resources available for Panel activities. The Client would obtain better value by receiving competitive net of-tax proposals and bearing the tax obligation separately. <p>Could the Client please clarify:</p> <ol style="list-style-type: none"> a) Is the Client prepared to obtain a tax exemption for the Consultant and its expert personnel from Mauritian income tax and WHT for the duration of this assignment? If so, what documentation or process is required? b) If a tax exemption is not available, will the Client agree to a gross-up or tax reimbursement mechanism, such that the Contract Price represents the net amount receivable by the Consultant, with applicable Mauritian taxes borne by the Client as an additional cost? c) Alternatively, would the Client amend SCC 43.1 to provide that the Contract Price is expressed net of Mauritian taxes, with taxes to be added by the Client at the point of payment? d) If none of the above mechanisms is available and taxes are to remain “deemed included” in the Contract Price under GCC 43.1, can the Client confirm that the applicable WHT rate is 10% and that this represents the 	
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	<p>Consultant’s final Mauritius tax liability (i.e., no additional income tax filing or assessment obligations arise)?</p> <p>e) Will the Client deduct WHT at source and provide withholding tax certificates to the Consultant, to enable the Consultant to claim foreign tax credits in Canada?</p> <p>f) Is the Consultant required to register for VAT in Mauritius? If so, will the Client pay VAT in addition to the Contract Price, consistent with the FIN-1 statement that amounts are “inclusive of local taxes except VAT”?</p> <p>g) Will the Client facilitate temporary admission of professional equipment (laptops, instruments, reference materials) under the Customs Act, and is any duty or deposit required?</p> <p>Our experts come from France, the USA and Canada, and each expert desires to support your work, but remain cautiously optimistic you can alter to contract conditions to be more amenable and similar to those conditions typical of MDB contract formats.</p>	
4	<p>DS Section 2 5.2(a) – page 28</p> <p>Paragraph 7 on page 63 indicates that the Experts shall be maintained on an on-call basis throughout the assignment period, in order to provide technical review and guidance as required by the Ministry. However, we note that 35 points are allocated to the Technical Approach and Methodology, Work Plan, and Organisation and Staffing. In this context, we would kindly request clarification on the level of detail expected for these components, considering that:</p>	<p>Please refer to Addendum No. 3.</p>

	<ul style="list-style-type: none"> • Technical Approach and Methodology: the methodology to be applied would inherently depend on the specific subjects and technical issues for which the Experts are called upon; • Work Plan: the timing, duration and level of effort would be directly driven by requests initiated by the Ministry during the assignment period; • Organisation and Staffing: the PoE is composed of the identified Key Experts, whose qualifications and competence are already assessed under Section (iii) Key Professional Staff Qualifications and Competence for the Assignment. <p>a) Could you please clarify how they will be evaluated given the on-call nature of the assignment?</p> <p>b) Also could you please clarify how the organisation and staffing (10 points) will be evaluated?</p> <p>Section 5 – page 55</p> <p>a) Could you please provide the available documentation related to the major ongoing projects managed by the WRC?</p> <p>General</p> <p>a) Considering the significant level of effort required for proposal preparation, together with the tight schedule and the requirement for hard copy submission, we respectfully request an extension of three weeks to the proposal submission deadline.</p> <p>DS Section 4.3 – page 27</p>	<p>Reports will be shared with the selected Consultant during contract implementation</p> <p>Please refer to Addendum No. 2.</p>
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	<p>Item 4.3 states that the Consultant must submit the original and 3 copies of the proposal.</p> <p>a) We would kindly request clarification as to whether the submission of proposals in electronic format only (password-protected) would be acceptable.</p>									
5	<p>On June 20, 2025, I was shortlisted to provide expert services as a technical advisor under RPF reference MEPU/RPF/43/24-25. I was notified that the procurement process was canceled on July 28, 2025.</p> <p>On April 15, 2026, you published a new Invitation for Proposal for the same objects, but the duties assigned to the technical advisor in 2025 are now shared between three experts within a Panel of experts. In my opinion, this new setup is more convenient and adequate.</p> <p>However, in the previous RfP, the total number of man-months [MM] foreseen for the technical advisor was 12 MM over 5 years, corresponding to a mean annual load of 2.4 MM/year, which I considered suitable for the scope.</p> <p>For similar services, the actual Terms of Reference indicate almost the same scope of work:</p> <table><tr><td>a) Dam Design and Construction Expert</td><td>4 MM/year</td></tr><tr><td>b) Engineering Geology/Geotech. Expert</td><td>3.5 MM/year</td></tr><tr><td>c) Hydraulic Expert</td><td>3 MM/year</td></tr><tr><td>Total</td><td>10.5 MM/year</td></tr></table> <p>The total annual load is 4 times the expected amount in the 2025 RfP.</p> <p>a) Could you please confirm that the number of man-months mentioned in Section 7 of the Terms of Reference, attached as Section 5 of the RfP, is per year, and not a total amount over the project duration of 3 years.</p> <p>As a member of a Panel of Experts, the assignment is personal and cannot be shared with other employees or partners. I have shared my resume and references with you during the prequalification process in 2025. Given my other assignments, I will probably not be able to provide a workload exceeding 2.5 MM per year in 2026-2027.</p>	a) Dam Design and Construction Expert	4 MM/year	b) Engineering Geology/Geotech. Expert	3.5 MM/year	c) Hydraulic Expert	3 MM/year	Total	10.5 MM/year	<p>The man-months indicated in Section 7 of the Terms of Reference represent the estimated level of effort per year.</p> <p>However, given the on-call nature of the assignment, it is to be pointed that:</p> <ul style="list-style-type: none">the indicated inputs are indicative only; andactual inputs will depend on specific assignments requested by the Client <p>Consultants should therefore propose realistic availability of experts in line with the TOR requirements.</p>
a) Dam Design and Construction Expert	4 MM/year									
b) Engineering Geology/Geotech. Expert	3.5 MM/year									
c) Hydraulic Expert	3 MM/year									
Total	10.5 MM/year									

6	<p>Standard practice for independent dam safety panels usually involves individual consultants instead of firms to maintain impartiality and avoid conflicts of interest. I noticed your advertisement specifies a firm; I would be happy to discuss why an individual-based approach might better serve your project's goals if you have few minutes.</p> <p>Additionally, we have extensive experience in technical and institutional capacity building for dam safety across Africa. We recently established a Regional Centre for Dam Safety and frequently host capacity-building workshops. Our next program, featuring site visits to mega-dam projects, will be held in Addis Ababa, Ethiopia. While the short notice may make attendance difficult for you, though we can send an invitation. The concept note is attached. This initiative will bring together CEOs and MDs from several prominent African power companies and regulatory Ministries. Our target is to fill the gaps. I look forward to hearing from you.</p>	Noted.
7	<p>We would be most grateful if you could kindly confirm whether it would be possible to submit our technical and financial proposal for the assignment titled“Selection of Consultants for Panel of Dam Experts [MEPU/OAB/19/25-26]” electronically.</p> <p>Should electronic submission be permitted, we would appreciate it if you could provide the appropriate email address for this purpose.</p>	<p>Electronic submission of bids shall not be accepted.</p> <p>Please refer to Addendum No. 3.</p>

8	<ul style="list-style-type: none"> • Will the panel be appointed as a single, complete team under one proposal, or is it envisaged that the final panel could be formed by combining panel members from different successful proposals? • The Terms of Reference indicate a maximum of 44 in-country days in Mauritius per year. Could you please clarify approximately how many missions or trips this is expected to equate to annually? 	<p>The award shall be made to a single Consultant submitting one proposal comprising the complete Panel of Experts as specified in the Terms of Reference. The Employer does not envisage combining experts from different proposals to constitute the Panel.</p> <p>The figures for man-days per year are indicative and have been provided solely for tendering purposes. The actual number, duration and timing of missions will depend on the requirements of the assignment during contract implementation</p>
9	<p>The Call for Tender ("CfT") requests a Panel of independent Experts which must explicitly act independently of Ministry of Energy and Public Utilities (MEPU) and WRC and in a manner which is in the "<i>Panel's own opinion</i>" (Art. 6). The CfT also requires for statutory purposes that the Independent Experts be hired by a Consultant firm.</p> <p>Referring to Section 2 – Instructions to Consultants – Data Sheet, for the evaluation of Full Technical Proposals item (i) "Specific experience of the Consultants relevant to the assignment" is noted over 10 points out of 35.</p> <p>We consider this instruction to be irrelevant and should be waived on the following considerations:</p> <p>(i) The Request for Proposal requires a panel of four experts with one of them leading the panel and not a consultancy firm</p> <p>(ii) The scope of the consultancy services is limited to review and advising functions dispensed solely by the panel of these four experts.</p>	<p>The Consultant shall provide the services of the Panel of Experts under the Contract. The members of the Panel shall perform their duties independently. They shall provide their professional opinions, findings and recommendations based solely on their professional judgement and expertise in accordance with the Terms of Reference.</p> <p>Please refer also to the reply made at SN8 above.</p> <p>The evaluation criteria as set out in the Request for Proposals have been reviewed. The Consultant will enter into the Contract with the Employer and will be responsible for the overall management, coordination, administration and contractual obligations associated with the assignment.</p> <p>Please refer to Addendum No.3</p>

10	<p>RFC 02</p> <p>Alternatively to having the Consultant to obtain a temporary license for the purpose of the project upon award of the Contract, could the independent experts individually seek registration with the Council of Registered Professional Engineers (CRPE) in Mauritius and, if needed, individually seek registration with the Construction Industry Authority (CIA)?</p>	<p>It shall be the responsibility of the Consultant to ensure that all required licences, registrations and permits are obtained and maintained throughout the duration of the Contract.</p>
11	<p>RFC 03</p> <p>Is it possible to obtain 1 week additional delay for the date of Tender to 4 June 2026 in relation to CIA (former CIDB) requirements for the provisional license ?</p>	<p>Please refer to Addendum No. 2</p>