



Selection of Consultants

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Request for Expressions of Interest

Transforming Financial Systems for Climate (TFSC) in Mauritius

Selection of a consultancy services provider for the implementation of a technical assistance programme in climate finance

Purpose: Consultancy services related to climate finance

Client/Employer: MauBank

Funding Partner: Agence Française de Développement (AFD)

Location: Mauritius

Project: Transforming Financial Systems for Climate (TFSC) in Mauritius

Contract Duration: 4 years from January 2025 (estimated timeframe)

CONSULTING SERVICES - EXPRESSIONS OF INTEREST

MauBank has received financing from Agence Française de Développement ("AFD") and the Green Climate Fund ("GCF"), and intends to use part of the funds thereof to finance the following project: Technical Assistance service to support MauBank's effort in (i) the identification and financing of eligible and bankable climate related projects, (ii) the definition and implementation of a climate-related banking offer and a climate finance strategy, (iii) the management of environmental and social risks as well as management of gender issues, and (iv) in the promotion of a low carbon transition in Mauritius as part of the Transforming Financial Systems for Climate (TFSC) program.

- A. (i) identification and development of eligible and bankable climate-related projects; (ii) definition and implementation of a climate-related banking offer and of a climate finance strategy; (iii) management of environmental and social risks as well as management of gender issues; (iv) development of technical and organizational capacities related to climate issues; (v) marketing and communication activities.

1. INTRODUCTION

1.1 The Background

The 'Transforming Financial Systems for Climate' (TFSC) programme has been structured by AFD Group and GCF. The programme comprises a total amount of USD 750M (EUR 240M from GCF and EUR 413M from AFD). Based on the AFD Group's 15 years of experience in implementing natural resources and energy finance programmes (more than 60 projects implemented in 30 countries with a total commitment of more than EUR 2.6 bn disbursed), it partners with local financial partners (LFPs, such as commercial/development banks and microfinance institutions) to scale up climate finance. The goal is to develop a market for investments in climate technologies in 17 countries in Africa and Latin America, by removing the financial and technical barriers faced by LFPs to enable borrowing to the climate project developers (large corporates, SMEs, projects owners, individuals / households).

Complete information on the TFSC programme is available at <https://www.greenclimate.fund/projects/fp095>.

1.2 The Rationale

Mauritius is an upper middle income country and a Small Island Developing State (SIDS) in the Indian Ocean. Mauritius is particularly exposed to physical and transition climate risks. The country is particularly vulnerable to climate change, both due to the increase in extreme events (cyclones and floods in particular) and chronic degradation directly threatening the tourism sector (coastal erosion and marine warming). The financial needs linked to the investments included in the latest National Determined Contribution (NDC) of Mauritius in terms of adaptation are estimated at 4.4 billion USD by 2030 out of a total of 6.5 billion USD. Despite the existence of different sectoral roadmaps, master plans currently being implemented as well as a framework policy for adaptation to climate change, private investment is struggling to get off the ground. In terms of mitigation, Mauritius also aims to reduce its greenhouse gas emissions by 40% in 2030 compared to the status quo. The government wants 60% of energy production to come from green sources by 2030, and to gradually phase out coal. Transition approaches are beginning to emerge in Mauritius.

Public authorities are implementing various initiatives in the field of climate finance. The Bank of Mauritius joined the Network for Greening the Financial System of Central Banks and Supervisors (NGFS) in 2020; since the end of December 2023, it has required all players in the sector to assess the climate and environmental risks to which they are exposed and it has established a partnership with the Banque de France, particularly in terms of personnel exchange, to increase skills in climate stress tests.

AFD Group will support MauBank through the TFSC programme in order to scale-up climate finance, densify financial flows towards projects serving the ecological transition, and to reinforce capacity of local partners in such

related climate sectors. By doing this, the program aims to contribute towards advancing key public policies in the area of environment, climate change-related risks management and SMEs development.

1.3 Strategic Context

MauBank Ltd has expressed an interest in strengthening its capacities on climate finance, so as to integrate climate change considerations across its operations and to scale up climate-related investments. Its new management has strong ambitions in terms of climate and sustainable finance development. MauBank will be charged with implementing the Mauritian component of the multi-country programme Transforming Financial Systems for Climate (TFSC).

In March 2023, the bank established an 18-month sustainability roadmap. This 'sustainability roadmap' will serve as a foundation to support the bank's new climate strategy, ensuring a coherent and integrated approach to advancing its climate and sustainable finance goals.

2. OBJECTIVES & SCOPE

The Project aims to get MauBank involved in climate finance in the long term. To that end, the implementation of the Grant consists of the financing of a Technical Assistance programme aimed at scaling up the efforts of MauBank in sustainable finance and in the promotion of a low-carbon and resilient transition in Mauritius. The investments financed will have a positive impact on the living conditions of populations and will improve access to financing for technologies that consume less carbon energy and water, while reducing their exposure to climate risks. The Technical Assistance programme shall be implemented by MauBank with the technical support of a consultant to be recruited by MauBank in accordance with AFD's Procurement Guidelines.

3. STRUCTURE OF THE PROGRAM / PROGRAM COMPONENTS

The Project is made up of the following complementary components:

- B. **A non-sovereign credit facility**, formalized through a credit facility agreement entered into between AFD and MauBank, and managed by MauBank, with adapted financial incentives and eligibility criteria tailored to foster the best local investments that contribute to climate change mitigation and/or climate change adaptation;
- C. **A Technical Assistance programme**, formalized through a grant agreement entered into between AFD and MauBank, aimed at building the capacity of MauBank in the following areas: (i) identification and development of eligible and bankable climate-related projects; (ii) definition and implementation of a climate-related banking offer and of a climate finance strategy; (iii) management of environmental and social risks as well as management of gender issues; (iv) development of technical and organizational capacities related to climate issues; (v) marketing and communication activities.

4. REQUEST FOR EXPRESSION OF INTEREST

This Request for Expressions of Interest is for the implementation of a technical assistance programme to MauBank, as described above. The services will be funded through the technical assistance programme by both the GCF (delegated to AFD) and AFD.

The services of the Consultant shall consist of the implementation of the technical assistance programme for the entire benefit of MauBank as detailed below:

4.1 Assistance to MauBank in the definition and implementation of a climate finance strategy, including:

- a. Scoping: diagnosing the current situation (baseline study and gap analysis report), benchmarking against ESG standards relevant to global climate change strategies and sectors covered within the Credit Facility as well as consideration of thorough study of global taxonomies in comparison to current national banking sector laws and regulations on sustainable finance and climate change;

- b. Strategic Alignment: Integrating Global Sustainable Development Goals (SDGs 2030); as well as the Guideline on Climate-related and Environmental Financial Risk Management (2022); and NDC within Climate Change strategy and cross cutting aspects;

Provide technical input to the preparation of internal climate change/ green growth strategies, action plans, reports, operational guidelines and tools;

- c. Elaboration and implementation of a climate finance policy, integration of climate issues in internal procedures, reporting applications, capacity building activities, the Green Climate Fund's (GCF) accreditation support and peer learning experiences;
- d. Support to MauBank in the establishment of tools and activities to map and measure transitional, physical, reputation and strategic risks (i.e., climate change and sustainable finance related risks);
- e. Stakeholders Mapping & Engagement: identification of internal and external stakeholders within each milestone / phase and ensuring clarification of their roles and responsibilities across; and
- f. Provide technical support to the updating of MauBank's internal operational documents to reflect the mainstreaming of climate change, green growth and Sustainable Finance.

4.2 Project Origination and Reporting

Support for the identification and the development of eligible and bankable climate-related projects: feasibility study for developing climate-related projects, assessment of projects' eligibility, technical / financial assessment support to final beneficiaries, monitoring and implementation of the Credit Facility (preparation of inception report, implementation progress reports, impact indicators reporting and other type of reporting as requested).

4.3 Assistance to MauBank in the management of environmental and social (E&S) risks:

Provide support to reinforce and implement E&S risks management policy, procedures, tools and assessment, sector-specific guidelines definition, capacity building activities, as well as support to E&S due diligences on sub-projects.

4.4 Provide within the Technical assistance the services of a Verification Consultant who will be needed to assess and evaluate the different financing projects and he shall confirm whether the proposed investments may be considered by MauBank Ltd as Eligible Investments under the AFD criteria. The Verification Consultant's related costs will be supported by the Technical Assistance program.

4.5 Support to MauBank in the definition and implementation of a professional equality/gender policy: professional equality initial diagnosis, support to activities related to professional equality within the Bank, support to define a gender policy related to the investments, capacity building.

4.6 Branding, Marketing, Communication and Positioning: Support to MauBank for marketing and communication tools, activities, strategies and capacity building needed to promote the project and the eligible climate investments, awareness campaigns, institutional relations.

- Communication and participation in policy events on global, regional, and local climate change conferences, events and platforms
- Support to develop and disseminate position papers, policy briefs,
- Updated information for stakeholder's website and various communication channels (printouts, materials, digital media channels);
- Aligning efforts with key climate change events and providing MauBank speech slots to further promote facility updates and outputs;
- Promoting synergies among international agreements and processes (UN Framework Convention on Climate Change, Intergovernmental

Panel on Climate Change, as well as Gender related events, ESMS Risk related platforms and events, conferences).

5. EXPECTED QUALIFICATIONS

MauBank hereby invites consultants to show their interest in delivering the Services described above. The consultants will be hired by MauBank following the norms established by the AFD.

The Consultant will be an international consulting firm or a group of firms of global, regional and local expertise with local-based support capacity and:

1. Know-how in the design and the management of long-term TA and capacity building programmes;
2. Strong background in strategy and finance advisory service and an extensive experience in working alongside financial institutions, especially within the banking sector (SME / corporate, retail, project finance) including support to E&S risk management, gender policy;
3. Internationally renowned expertise in the development and the implementation of climate finance strategies and a knowledge of innovative climate finance tools and solutions with a strong background in mitigation and adaptation to climate change;
4. Excellent understanding of the challenges related to green projects development and financing in Mauritius;
5. Proven experience in technical evaluation and design of complex bankable projects in sectors such as renewable energy, energy efficiency, waste and water management, agriculture and rural development, agroforestry, sustainable tourism and other relevant fields;
6. Fluency with climate data analysis, simulation/modelling and risk analysis.

The Consultant should have relevant experience in all areas needed for the performance of the assignment as described above, including relevant sector and regional experience. Participation of local experts is essential: the Consultant should make extensive use of qualified locally based experts, as knowledge of the local market will be a strong asset. The Consultant will be required to work in English as the main language, besides French. The Consultant's team should be able to communicate effectively and submit deliverables in English and French.

6. GENERAL CONDITIONS FOR APPLICANTS

MauBank hereby invites Applicants to show their interest in delivering the Services described above.

Consulting firms

Individual consultants

NGOs

Joint Venture between NGO(s)
and consulting firm(s)

Eligibility criteria to AFD financing are specified in sub-clause 1.3 of the "Procurement Guidelines for AFD-Financed Contracts in Foreign Countries", available online on AFD's website: <http://www.afd.fr>.

The Applicant shall submit only one application, either in its own name or as a member of a Joint Venture (JV)/consortium. If an Applicant (including any JV member) submits or participates in more than one application, those applications shall be all rejected. However, the same Subconsultant may participate in several applications.

Experiences and qualifications of Subconsultants are not taken into account in the evaluation of the applications.

7. SPECIFIC CONTENT OF THE APPLICATION

Interested applicants must provide information evidencing that they are qualified and experienced to perform those Services. For that purpose, documented evidence of recent and similar services shall be submitted. Interest applicants must also submit Statement of Integrity, Eligibility and Environmental and Social Responsibility (in Appendix) duly signed.

If the Applicant is a JV, the expression of interest shall include:

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

In the absence of this document, the other members will be considered as Sub consultants.

Experiences and qualifications of Sub consultants are not taken into account in the evaluation of the applications.

Interested Applicants must provide information evidencing that they are qualified and experienced to perform those Services. For that purpose, documented evidence of recent and similar services shall be submitted.

Determination of the similarity of the experiences will be based on:

- The contracts size (over EUR 1,000,000 (one million Euros));
- The nature of the Services to be provided : long-term technical assistance, capacity building programme to financial institution;
- The technical area and expertise: Implementation of climate finance strategy, technical evaluation of climate projects, E&S risks management; gender issues management, communication and marketing; Sustainable Finance Framework.
- Location: Republic of Mauritius

Maubank will also take into account for the evaluation of the applications the following items:

- *Skills and availability of in-house technical back-up experts provided to the on-site experts;*
- *Local representatives/partners;*
- *Quality assurance procedures and certifications of the Applicant – specify the type or the label of the certification: for example, ISO 9001, ISO 32211 or environmental and social certification.*

Among the submitted applications, MauBank will shortlist **a maximum of six (6) Applicants**, to whom the Request for Proposals to carry out the Services shall be sent.

The Expressions of Interest, must be submitted to the address below no later than **18 November 2024** (Port-Louis Time).

Hard Copy:

Procurement Department

MauBank Ltd

25, Bank Street

Cybercity, Ebene, 72201

Republic of Mauritius

Tel : + 230 404-4433

Soft Copy:

E-mail: procurement@maubank.mu

Attached documents must not exceed 10MB

**Appendix to The Request for Expressions of Interest
(To be submitted with the application, signed and unaltered)**

Statement of Integrity, Eligibility and Environmental and Social Responsibility

Reference name of the Bid/Proposal/Contract signed¹ _____ (the “**Contract**”)

To: _____ (the “**Contracting Authority**”)

1. We recognize and accept that Agence Française de Développement (“**AFD**”) only finances the projects of the Contracting Authority subject to its own conditions, as set out in the Financing Agreement that directly or indirectly binds it to the Contracting Authority. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the Contract. Consequently, no legal exists between AFD and our company, our joint venture, and our subcontractors. The Contracting Authority may also mean the Client, Employer or Purchaser, as the case may be, for the procurement of works, goods, plants, equipment, consulting services, or non-consulting services.
2. We hereby certify that neither we, nor any person acting on our behalf,² nor any of the members of our joint venture, nor any of our subcontractors, are in any of the following situations:
 - 2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, or being in any analogous situation arising from any similar procedure;
 - 2.2 Having been, within the past five years, subject to a final administrative sanction, a final conviction issued by a competent authority, or any other non-court resolution³ having notably an extinctive effect on public action, either (i) in the country where we are constituted, (ii) in the country of performance of the Contract, (iii) in the context of the procurement or performance of an AFD-financed Contract, (iv) pronounced by a European Union institution, or (v) pronounced by a competent authority in France, for:
 - a) Prohibited Practices, as defined in Article 6.1 below, or for any other offence committed in the context of the procurement or performance of a Contract (in the event of such sanction, conviction or non-court resolution, we may attach additional information to this Statement of Integrity, such as a compliance program, showing that we (or the person acting on our behalf, the member of our joint venture, or our subcontractor) consider that this sanction, judgement or non-court

¹ In the case of a Contract already signed to be refinanced.

² Directors, (including any person who is a member of the administrative management or supervisory body, or with powers of representation, decision or control), employees, or agents (be them declared or not).

³ Including the Judicial Public Interest Agreement (CJIP), a decision following an Appearance on Prior Recognition of Guilt (CPRC), a negotiated resolution agreement, or any other similar form of transaction terminating criminal proceedings.

resolution is not relevant in the context of the Contract, where applicable);

- b) Participation in a criminal organization, terrorist offences or offences related to terrorist activities, child labor, or other offences related to human trafficking;
- c) Having created an entity in a different jurisdiction (i) with the intention of avoiding tax or social obligations, or any other legal obligation applicable in the jurisdiction of its registered office, central administration or principal place of business, or (ii) for being an entity created with the intention of avoiding such obligations;

2.3 Having been subject within the past five years to a Contract termination fully settled against us for significant or persistent breach of our contractual obligations during the performance of the Contract, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

2.4 Having been declared ineligible by one of the multilateral development banks signatories to the Mutual Recognition Agreement of 9 April 2010⁴ (in the event of such ineligibility, we may attach additional information to this Statement of Integrity showing that we consider that such ineligibility is not relevant in the context of the Contract, where applicable);

2.5 Not having fulfilled our fiscal obligations relating to the payments of our taxes or social contributions in accordance with the legal provisions of our country of incorporation or of the country of the Contracting Authority;

2.6 Having created falsified documents or committed misrepresentation when providing the information requested by the Contracting Authority in the context of the procurement and award process for this Contract.

3. We hereby certify that neither we, nor any party acting on our behalf⁵, nor any members of our joint venture, nor any of our subcontractors, nor any of our direct or indirect shareholders, nor any of our subsidiaries acting with our knowledge or consent:

- a. Are directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to **individual sanctions measures** adopted by the United Nations, the European Union and/or France;
- b. Are directly or indirectly subject to, controlled by a person or an entity subject to, or acting in the name or on behalf of a person or entity subject to **sectoral sanctions measures** adopted by the United Nations, the European Union and/or France;

⁴ World Bank, Inter-American Development Bank, African Development Bank, Asian Development Bank, and European Bank for Reconstruction and Development.

⁵ Directors, (including any person who is a member of the administrative management or supervisory body, or with powers of representation, decision or control), employees or agents (be them declared or not).

- c. Are ineligible for the implementation of the Project owing to any other international sanctions measures pronounced by the United Nations, the European Union or France.
4. We hereby certify that neither we, nor any party acting on our behalf,² nor any of the members of our joint venture, nor any of our subcontractors, are [nor have been (*in the case of refinancing for a Contract already awarded*)] in any of the following situations of conflict of interest:
 - 4.1 Being a shareholder controlling the Contracting Authority or a subsidiary controlled by the Contracting Authority, unless the resulting conflict of interest has been brought to the attention of AFD and resolved to its satisfaction.
 - 4.2 Having business or family relations with a member of the Contracting Authority's services involved in the procurement process or the supervision of the resulting Contract, unless the resulting conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
 - 4.3 Controlling or being controlled by another applicant, bidder or consultant, or being under common with another applicant, bidder or consultant, receiving subsidies from another applicant, bidder or consultant, or granting subsidies to another applicant, bidder or consultant, directly or indirectly, having the same legal representative as another applicant, bidder or consultant, maintaining direct or indirect contacts with another applicant, bidder or consultant allowing us to (i) have given and/or give access to information contained in our respective applications, bids or proposals likely to distort competition (ii) influence them, or (iii) influence the decisions of the Contracting Authority;
 - 4.4 Being engaged for a consulting services mission which, by its nature, is or may be in conflict with the mission envisaged for the Contracting Authority;
 - 4.5 Having prepared ourselves, being or having been associated with a natural or legal person who has prepared, specifications, terms of reference or other documents that have been used for the procurement process in question, and that contain provisions likely to favor an application, bid or proposal;
 - 4.6 Having or having had access to, having prepared ourselves, being or having been associated with a natural or legal person who has or has had access to or prepared, specifications, plans, calculations, studies, or other documents that have not been communicated to all the applicants, bidders or consultants in the context of the present procurement procedure, and which thereby confer us an unfair competitive advantage;
 - 4.7 In the case of a procurement procedure for works, plants, equipment or goods, having been selected ourselves or proposed to be selected (or any of our subsidiary companies having been or being proposed to be selected) to carry out supervision or inspection of the services in the context of this Contract.

5. If we are a state-owned entity or a public enterprise, to participate in a competitive procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
6. In the context of the procurement and performance of the Contract:
 - 6.1 Neither we, nor any party acting on our behalf,² nor any members of our joint venture, nor any of our subcontractors, have committed or shall commit a Prohibited Practice as defined in the document entitled “AFD Group’s Policy to Prevent and Combat Prohibited Practices” available on AFD’s Website.⁶
 - 6.2 Neither we, nor or any party acting on our behalf,² nor any members of our joint venture, nor any of our subcontractors, shall acquire or provide [have acquired or provided (*in the case of refinancing for a Contract already awarded*)] in sectors subject to an embargo by the United Nations, the European Union or France.
7. We hereby undertake to, and we undertake to ensure that any party acting on our behalf,² any members of our joint venture, and any of our subcontractors undertake to:
 - 7.1 Comply with the environmental standards recognized by the international community, including the international conventions for the protection of the environment and, in particular, take all reasonable steps to avoid or limit negative effects on vegetation, biodiversity, soils, groundwater and surface water, and on persons and property resulting from pollution, noise, vibration, traffic and other effects resulting from our activities, in accordance with the laws and regulations applicable in the country of performance of the Contract.
 - 7.2 Implement measures to mitigate environmental and social risks when they are indicated in the environmental and social management plan provided by the Contracting Authority, and ensure that the emissions, surface discharge and effluents produced by our activities respect the limits, specifications or requirements applicable to the Contract.
 - 7.3 Respect the rights of workers related to wages, working hours, rest periods and vacations, overtime, minimum age, regular payments, compensation and benefits, in accordance with the standards recognized by the international community, including the fundamental conventions of the International Labour Organization (ILO), in accordance with the laws and regulations applicable in the country of performance of the Contract; indicate these elements in a document annexed to the employment contracts of our employees and made available to the Contracting Authority; and respect and facilitate the rights of workers to organize themselves and set up a complaints management mechanism for direct or indirect workers.
 - 7.4 Implement practices for non-discrimination and equal opportunities, and ensure the prohibition of child labor and forced labor.

⁶ For informational purposes, this policy can be accessed via the following link: <https://www.afd.fr/en/combating-corruption>.

7.5 Keep a record for each member of the local staff recording the hours worked by each person, the type of work, the wages paid and the training undertaken, and ensure that these records are available at all times to be inspected by the Contracting Authority and the authorized representatives of the government, in accordance with the laws and regulations applicable to the protection of personal data in the country of performance of the Contract.

8. We, any party acting on our behalf,² the members of our joint venture, our subcontractors, our direct or indirect shareholders, and our subsidiaries, authorize AFD to conduct investigations and, in particular, inspect the documents and accounting records relating to the procurement and performance of the Contract, including, but not limited to, our internal processes and rules related to the respect of international sanctions pronounced by the United Nations, the European Union and/or France, and to have them verified auditors appointed by AFD.
9. We declare that we have paid, or that we shall pay, the commissions, benefits, fees, gratuities or charges relating to the procurement procedure or the performance of the Contract to the following third party/parties (for example, an intermediary/agent)(*):

Name of beneficiary	Contact details	Purpose	Amount (indicate the currency)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(*): If no amount has been paid or is to be paid, indicate "None".

10. We undertake to promptly inform the Contracting Authority, which shall inform AFD, of any change of circumstance regarding the sections above, including in case of any sanctions or embargo measures adopted by the United Nations, the European Union and/or France, after we have signed the present Statement.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of:⁷ _____

Signature: _____

Dated: _____

⁷ In the case of a joint venture, insert the name of the joint venture. The person signing the bid, proposal or application on behalf of the bidder, consultant or applicant, shall attach a power of attorney from such bidder, consultant or applicant.