



REQUEST FOR PROPOSALS

OBJECT

DEVELOPMENT OF AN IMPLEMENTATION PLAN FOR THE FAPBM SGES

20/05/2025

Antananarivo, **May 20, 2025**

Subject: Invitation letter

Madam, Sir,

As part of its operations, the FAPBM recruits a firm or group of consultants with a view to developing an implementation plan for the Environmental and Social Management System (ESMS) applicable to the Foundation and the Protected Areas it supports.

The FAPBM therefore requests technical and financial proposals from firms or groups of consultants interested in this mandate.

The method used for the selection of the consulting firm or group is the **Quality and Cost Based Selection (QCBS) method**. The Quality and Cost Based Selection consists of separately evaluating the technical and financial proposals of the bidders. The contract will be awarded to the bidder with the highest weighted score, with the technical score being weighted at 70 and the financial score at 30.

The lowest bid will be scored 30. For other bids, the financial score is obtained using the formula:

$$\text{Offer score} = \text{Lowest offer amount} \times 30 / \text{Offer amount}$$

NB: Technical offers that do not obtain a score ≥ 75 points will be disqualified.

Technical proposals should be sent, no later than **June 19, 2025**, to marche.fapbm@fapbm.org, with mandatory copy vrajaofera@fapbm.org and lrakotoarisoa@fapbm.org

Financial proposals will be requested from you following the evaluation of the technical proposals, with a **deadline of one (01) day for sending**.

Thanking you for your cooperation, please accept, Madam, Sir, the expression of our highest consideration.



**TERMS OF REFERENCE FOR THE RECRUITMENT OF A GROUP OF CONSULTANTS FOR
DEVELOPMENT OF THE MANAGEMENT SYSTEM IMPLEMENTATION PLAN
ENVIRONMENTAL AND SOCIAL (ESMS) OF THE FAPBM**

A. CONTEXT AND JUSTIFICATION

The FAPBM's mission is to contribute to human and sustainable development through the conservation and enhancement of biodiversity, through the mobilization and allocation of funding for Madagascar's protected areas system. This funding aims to ensure positive and lasting environmental and social effects and impacts on the territories concerned and their populations.

However, the inappropriate establishment, extension, governance or management of protected areas or projects supported by FAPBM could sometimes lead to risks or negative effects on the environment and local populations.

The FAPBM's Environmental and Social Management System (ESMS) aims to ensure that managers of these funded protected areas identify, assess, and manage potential E&S risks and impacts. This normative framework describes the safeguard commitments to which the FAPBM subscribes and serves as a guide for recipient managers.

The ESMS is aligned with the World Bank's Environmental and Social Standards (ESS), notably :

- NES No. 1: Assessment and management of environmental and social risks and impacts.
- NES n°2: Employment and working conditions.
- NES No. 3: Rational use of resources and prevention of pollution.
- NES n°4: Health and safety of populations.
- NES No. 5: Land acquisition and forced resettlement.
- NES n°6: Preservation of biodiversity.
- NES No. 7: Indigenous peoples.
- NES n°8: Cultural heritage.
- NES n°9: Financial intermediaries.
- NES n°10: Mobilization of stakeholders.

The FAPBM Environmental and Social Management System (ESMS) was implemented less than a year ago, with some initial achievements, including: training of managers on the ESMS, on-site support for the use of risk analysis tools and identification of measures, as well as training on the complaints management mechanism.

In this initial implementation phase, it is essential to develop a structured plan to ensure the full operationalization of the ESMS. This plan will help to better organize activities, adopt effective approaches, and identify the resources and tools needed for its implementation.
artwork.

With this in mind, the FAPBM wishes to recruit a group of consultants responsible for developing an ESMS implementation plan, applicable to both the Foundation and the managers of Protected Areas.

B. OBJECTIVE(S)

Main objective: To develop a coherent, realistic and operational implementation plan for the FAPBM ESMS, based on the NES and adapted to the context of Protected Areas in Madagascar.

Specific objectives:

Translate the orientations of the SGES and the NES into concrete actions adapted to the field.

- ÿ Identify the roles, responsibilities and capacity building needs of the parties stakeholders.
- ÿ Determine the technical and human resources required.
- ÿ Establish a robust monitoring and evaluation framework, with objectively defined indicators verifiable.
- ÿ Propose a participatory and inclusive strategy (gender, local communities, populations vulnerable).
- ÿ Integrate potential risks into implementation and propose mitigation measures

C. METHODOLOGY

The mission will adopt a participatory and structured approach through the following steps:

Analysis documentary:

- ÿ Review of key documents: safeguard standards, PAG, PGES, EIES reports, etc.
- ÿ Identification of strengths, weaknesses and opportunities.

Consultations with stakeholders:

- ÿ Workshops and interviews with the FAPBM team and managers to collect practical perspectives.

Development of recommendations and priority actions:

- ÿ Recommendations organized into a matrix of concrete and applicable actions.

D. EXPECTED RESULTS AND DELIVERABLES

1. **Initial diagnosis** : An assessment including a checklist of typical impacts, measures existing and gaps in the implementation of safeguards.
2. **Detailed implementation plan**, including:
 - ÿ A matrix of priority actions (responsible, deadlines, indicators, estimated budget);

- ÿ An implementation methodology by action;
- ÿ An annual calendar;
- ÿ A mapping of the actors involved and their respective roles;
- ÿ Training and awareness plan (with gender and community approach).

3. Monitoring and evaluation mechanism of the ESMS :

- ÿ A monitoring and evaluation plan with Objectively Verifiable Indicators (OVI), outcome indicators, information collection methods, frequency, etc.
- ÿ Audit tools (analysis grid, report templates, etc.).
- ÿ Design the functional and visual architecture of a digital platform dedicated to monitoring the SGES, including modules for data entry, monitoring, analysis and visualization

E. QUALIFICATIONS

The team must be multidisciplinary, with complementary expertise ensuring an integrated and operational approach to the ESMS in the Malagasy context. It must include at least the following profiles:

- ÿ Environmental and Social Management System (ESMS) Specialist: with at least 10 years of proven experience in developing and implementing similar systems, including in contexts funded by international donors. He or she will be required to demonstrate proficiency in the World Bank's Environmental and Social Standards (ESS) and environmental and social risk assessment tools.
- ÿ Expert in Protected Areas and environmental governance: with a good knowledge of Madagascar's Protected Areas network, conservation issues, territorial dynamics, and national and international regulatory frameworks.
- ÿ Socio-anthropologist or lawyer specializing in environmental justice: to take into account local social, cultural and legal dynamics, including community rights, resource use conflicts, and recourse and complaint management systems.
- ÿ Expert in monitoring and evaluation (M&E) and performance indicators: capable of developing a robust monitoring system, objectively verifiable indicators, as well as data collection and analysis tools adapted to the realities of field managers.
- ÿ Complementary skills in training, communication and digital tools: will be considered an asset, particularly to support the deployment of digital tools, design training modules, and facilitate appropriation by local stakeholders.

Each offer must include a clear matrix of roles and responsibilities within the consulting team, specifying the time of involvement of each and the expected synergies between the members.

The mission leader will be responsible for the overall coordination of the mission, the technical quality of deliverables, and will liaise with the FAPBM. He or she will be responsible for ensuring compliance with contractual deadlines, the consistency of contributions from the various experts, and the progressive validation of results with the Foundation's team.

F. DURATION OF THE MISSION

The mission must be completed within 3 months, with progressive validation of the deliverables in stages.

Followed the proposed timeline with a budget breakdown according to each phase of the mission:

Phase	Delay after signature	Main activities
Diagnosis and recommendations	30 days	Documentary analysis, consultations, inventory
Implementation Plan (First Draft)	50 days	Development of priority actions, definition of monitoring
Final version of the plan	60 days	Validation, adjustments, final restitution And
Total	3 months	Progressive validation in stages

G. EVALUATION CRITERIA

Evaluation criteria	Weighting
Experience	20
- Proven experience in developing and implementing ESMS, aligned with the World Bank's NES	10
- Experience in the management of protected areas, justice and environmental governance	5
- Experience in similar missions (at least 3, donors) during the last 5 years	5
Compliance of the methodology and work plan with the ToR	20
- Understanding of the mission and relevance of the proposed methodology	10
- Consistency of the timetable with the proposed methodology	10
Quality of key personnel	60
- Proposed staff: 01 mission leader specializing in SGES 03 experts in the fields: • Protected area management • Social and environmental justice • Monitoring and evaluation	15
- Required level of study: BACC+5	10
- Experience of at least ten (10) years in the development and preparation of environmental and social management systems implementation plans within the framework of donor financing international and all other documents relating to environmental and social protection.	15
- Knowledge of Malagasy regulatory frameworks, local social and environmental issues, and the context of Protected Areas	10

- Mastery of techniques: • Environmental and social risk assessment • Documentary and regulatory analysis • Monitoring and evaluation • Strategic planning • Training and capacity building • Environmental and social auditing and compliance Mastery of SGES tools, performance indicators, participatory methods and digital monitoring tools	10
TOTAL SCORE	100

INSTRUCTIONS TO BIDDERS

N°	Instructions
1	There will be no other documents other than this one.
2	The proposal must remain valid for Ninety (90) days after the date of submission.
3	Clarifications may be requested no later than six (6) days before the deadline. fixed for the submission of proposals, to the following address marche.fapbm@fapbm.org . with mandatory copy vrajaofer@fapbm.org ; sratsirahoanana@fapbm.org .
4	Proposals must be submitted in the following language: French and presented _____ according to the plan defined in this application.
5	The financial proposal must be established in Ariary, specifying the amounts excluding VAT and VAT (if subject to VAT) and including VAT
6	FAPBM reserves the right to ask questions regarding submitted proposals. The successful proposal may be subject to negotiation. Negotiations will take place will be made by email or at the Foundation's premises.
7	The Client is subject to tax regulations in Madagascar.
8	The examination and evaluation of the proposals received are carried out by the evaluation committee in charge of the file. The criteria for evaluating the proposals are those specified in the terms of reference attached in the annex. The ranking of bidders can be communicated. A bidder may request the weighted score it obtained after evaluation. However, the FAPBM is not required to provide explanations for the rating given.
9	This document does not in any way commit the FAPBM to make any award. Indeed, the Foundation could cancel the call for tenders for reasons of its own.
10	The counting of proposals will be carried out by the members of the commission of selection made for the market.

TECHNICAL PROPOSAL

- | | |
|--------------------|--|
| Tech-1. | Letter of submission |
| Tech-2. | Organization and experience of the bidder including its tax files [Without matrix] |
| Tech-3. | Note of understanding, observations and/or suggestions from the bidder on the terms of reference [Without matrix] |
| Tech-4.
mission | Description of the methodology and work plan proposed to accomplish the mission

[Without matrix] |
| Tech-5. | Team composition and member responsibilities |
| Tech-6. | Curriculum vitae (CV) of proposed key personnel [Following matrix] |
| Tech-7. | Staff Calendar |
| Tech-8. | Calendar of activities (work program) |

TECH-1 FORM:

TECHNICAL PROPOSAL SUBMISSION LETTER

[Place, date]

To: *[Customer Name and Address]*

Madam, Sir,

We, the undersigned, have the honor to submit our technical proposal for the development of an implementation plan for the Environmental and Social Management System (ESMS) applicable to the Foundation and the Protected Areas it supports, in accordance with your Request for Proposals dated May 7, 2025.

We hereby declare that all information and statements contained in this Proposal are authentic and we accept that any erroneous statement appearing herein may result in our exclusion.

If negotiations take place during the period of validity of the Proposal, we undertake to negotiate on the basis of the personnel proposed in this proposal. Our
The proposal is binding on us, subject to any changes resulting from negotiations.

If our Proposal is accepted, we undertake to begin the service upon receipt of the corresponding service order.

Please accept, Madam, Sir, the expression of our highest consideration.

Signature of the authorized representative: _____

Name and title of signatory: _____

Name and address of the firm: _____

Tech-5 Form

COMPOSITION OF THE TEAM AND RESPONSIBILITIES OF ITS MEMBERS (KEY PERSONNEL)

Technical/management staff				
N o.	Name and surname	Specialization	Later	Attributions

Form TECH-6
PROPOSED KEY STAFF CURRICULUM VITAE (CV) TEMPLATE

1. Position *[one candidate per position]* _____

2. Name of consultant *[indicate the name of the company proposing the personnel]* _____

3. Employee Name *[Full Name]* _____

4. Date of birth _____ **Nationality** _____

5. Education *[Indicate the employee's university and other specialized studies as well as that the names of the institutions attended, the degrees obtained and the dates on which they were obtained]*

6. Other training *[Indicate any other training received, Year, Organization, Training, Certificates obtained]*

7. Languages: *[Indicate for each the level of knowledge: Good, Average, Excellent for this which is spoken, read and written language]*

8. Professional experience: *[Starting with his current position, list in reverse chronological order all jobs held by the employee since completing his studies.*

For each job (see form below), give the dates, name of employer and the position occupied.]

From : [year] _____ until [year] _____ Employer : _____
Later : _____

9. Employee's experience with similar services

10. Information on the service Name of the project or mission: Year: Location Amount: Main characteristics of the project: Post Activities	11. Details of tasks performed by the employee <i>[Indicate all tasks performed for each mission]</i>
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12. Attestation :

I, the undersigned, certify, in all conscience, that the above information makes faithfully reflect my situation, qualifications and experience.

Date :

Name, First Names and Signature
of the employee and the authorized representative of
the firm

Name, First Names and Signature of the
authorized representative

Form TECH-7 KEY PERSONNEL CALENDAR 1

N °	Name	Staff (as a bar chart) ²						Personal total (day/ week/month)		
		1	2	3	4	5	n	Siege	Terrain n ³	Total
1		[Siege]								
		[Terr.]								
2										
3										
n										
		Total								



Full time Part-time

¹ For key staff, information should be given individually. For support staff, information should be data by category (e.g.: designer, administrative, etc.)

² Months are counted from the start of the mission. For each agent, indicate separately whether they are assigned to headquarters or the field.

³ Fieldwork means work performed outside the Consultant's headquarters

Form TECH-8

WORK PROGRAM BY ACTIVITY

N°	Activity 1	Day/Week/Month2							
		1	2	3	4	5	6	7	n
1									
2									
3									
4									
5									
n									

- 1 Indicate all major activities of the Mission, including reporting (e.g. inception report, interim and final) and other milestones, including Client approvals.
- 2 The duration of activities should be presented in the form of a bar graph.

FINANCIAL PROPOSAL

FIN-1. Financial Proposal Submission Letter FIN-2. Cost Summary Statement

FIN-3. Breakdown of reimbursable costs and expenses by deliverable

Form FIN-1

FINANCIAL PROPOSAL SUBMISSION LETTER

[Place, date]

To: [Customer Name and Address]

Madam/Sir,

To ensure the auditing work of the Foundation for the financial years closed 2024, 2025 and 2026, we submit to you herewith our Financial Proposal amounting to [amount in words and figures]¹ .

Our Financial Proposal is binding on us, subject to change.
resulting from the negotiation of the Contract, until the expiry of the validity period of our Proposal.

We certify that no commission or bonus has been paid, or will be paid by us to any agents, in connection with this Proposal and the performance of the Contract and are aware that you are not obliged to accept any of the proposals received.

Please accept, Madam/Sir, the assurance of our highest consideration.

Signature of the authorized representative: _____
Name and title of the signatory : _____
Name and address of the firm : _____
Address : _____

¹ The amounts must correspond to the amounts indicated in the Total Cost of the Financial proposal form FIN-2.

Form FIN-2

SUMMARY STATEMENT OF COSTS

N°	Later	Amount (in Ariary)
1	Fees	
2	Reimbursable expenses	
3	<i>Total cost excluding tax of the financial proposal</i>	
4	VAT amount 20% ¹	
5	Total amount including tax	

¹ If subject to VAT

FORM FIN-3

BREAKDOWN OF COSTS AND REIMBURSABLE EXPENSES

N°	Later	Amount (in Ariary)
1	Fees	
2	Reimbursable expenses	
3	<i>Total cost excluding tax</i>	
4	VAT amount 20% ²	
5	<i>Total amount including tax</i>	

N°	Description ¹	Unit Q	t and	Unit cost re	Total
	Per diem	Day			
	Travel expenses	Voyage and			
	Communication costs	fft			
	Printing, reproduction of reports	Nb			
Total costs refundable					

² If subject to VAT



CONSULTANCY CONTRACT

N° xxxxxx -2025

PURPOSE OF THE CONTRACT : Audit of the financial governance of FAPBM

CONTRACT AMOUNT EXCL. VAT: *[To be completed by the customer - see note FIN 2]* Ar

CONTRACT AMOUNT INCLUDING TAX: *[To be completed by the customer - see note FIN 2]* Ar

FUNDING : FAPBM

DELAI D'EXECUTION : 3 months

Between

The Foundation for Protected Areas and Biodiversity of Madagascar, a foundation recognized as being of public utility, bearing the NIF n° 3000219807, located in Ankadivato, Antananarivo 101 in lot III Q22 Andoharano Tsimbazaza Antananarivo, hereinafter referred to as "FAPBM", represented by its Executive Director, Mr. Rija RANAIVOARISON, hereinafter referred to as "FAPBM", on the one hand,

And,

[Name and address of the Client] bearing the NIF n°, STAT n....., located at [Address of the Client], Antananarivo 101, Tel, represented by [Name of the representative], in his capacity as [Function of the representative], hereinafter referred to as "The Consultant/Firm", on the other hand,

Commonly referred to as the "Parties";

It is agreed as follows:

Article 1. Purpose of the contract

The purpose of this contract is to define the terms and conditions under which the Firm undertakes to carry out audit work on financial governance within the FAPBM, in accordance with the methodology specified in Appendix 2 of this contract.

Article 2. Duration of the contract

The contract takes effect from the date of receipt of the service order to begin the services. It is concluded for a period of three months, or ninety days.

Article 3. Administration of the Mandate

The FAPBM Executive Director will coordinate the mandate. In this capacity, he or she is responsible for organizing activities under the contract, receiving and approving invoices for payment, and making any major decisions.

For the proper execution of the mandate, the FAPBM will provide the Consultant with all the necessary information. The privileged interlocutors, to ensure dialogue in the various stages of the services:

- Mr. Rija RANAIVOARISON, Executive Director of FAPBM, ranaivoarison@fapbm.org;
- Mr. Serge RATSIRAHONANA, Monitoring and Evaluation Manager, sratsirahonana@fapbm.org

Article 4. Contract amount

The amount of the contract is capped at [Amount in words] ARIARY [Amount in figures]. This amount includes all costs and profits of the Consultant including VAT in the amount of [Amount in words] ([Amount in figures])

Article 5. Deliverables

The deliverables expected from the consultant are:

Deliverable 1. Initial diagnosis : An assessment including a checklist of typical impacts, existing measures and gaps in the implementation of safeguards.

Deliverable 2. Detailed implementation plan, including:

- ÿ A matrix of priority actions (responsible, deadlines, indicators, estimated budget);
- ÿ An implementation methodology by action;
- ÿ An annual calendar;
- ÿ A mapping of the actors involved and their respective roles;
- ÿ Training and awareness plan (with gender and community approach).

Deliverable 3. Monitoring and evaluation mechanism of the ESMS:

- ÿ A monitoring and evaluation plan with Objectively Verifiable Indicators (OVI), outcome indicators, information collection methods, frequency, etc.
- ÿ Audit tools (analysis grid, report templates, etc.).
- ÿ Design the functional and visual architecture of a digital platform dedicated to monitoring the SGES, including modules for data entry, monitoring, analysis and visualization

Each deliverable will be subject to validation by the Client according to the agreed format. Validation is considered effective upon receipt of the Client's written or electronic agreement.

Article 6. Contingency and risk mitigation measures

The Firm undertakes to develop, as early as the planning phase, a contingency plan detailing alternative measures in the event of unforeseen circumstances that could compromise the smooth running of the planned activities. This plan must be validated by the FAPBM no later than 30 days after signing the contract.

In the event that it is impossible to carry out a key activity of the mission, the Firm must propose within five (05) working days a replacement plan or a realistic alternative, without generating major additional costs for the FAPBM. Acceptance of this alternative will be subject to the written agreement of the FAPBM.

Article 7. Payment schedule and terms

The payment schedule will be as follows: *[To be completed by the customer]*

Payments will be made upon presentation of the corresponding invoice.

Payments are made in Ariary, at the latest, within THIRTY (30) days after receipt of the deliverables having received satisfaction and the corresponding valid invoices, drawn up in two copies, by bank transfer to the account opened in the name of the Consultant:

- RIB : *[To be completed by the customer]*
- Bank: *[To be completed by the customer]*

Article 8. Penalties and Deductions

In the event of delay in the execution of this contract, the applicable daily penalties are set at two per thousand (2/1000) of the amount of the contract or the tranche considered within the limit of 10% of the total amount of the contract, including any amendments, or of the tranche considered.

In the event of late payment of an invoice, the applicable daily penalties are set at one per thousand (2/1000) of the amount of the invoice concerned per day of delay, up to a limit of 10% of the total amount of said invoice. However, they only apply if the deliverables and supporting documents required for payment are compliant and complete.

Article 9. Miscellaneous provisions

The Firm undertakes to conduct its activities and operations at all times in an honourable manner, with integrity and honesty and in compliance with all applicable laws and conventions, including:

- All environmental, health and safety laws and regulations as well as in social matters in force;
- Human rights and gender mainstreaming;
- National and/or international laws and conventions on the fight against corruption.

Unless prior written agreement is obtained from FAPBM, the Firm undertakes to keep confidential and not to communicate to any third party whatsoever, with the exception of the personnel directly concerned, any information relating to the execution of this contract.

To this end, the Firm must:

- Keep this information in the strictest confidence, and not to publish or disclose it to third parties;
- Take all necessary measures to protect confidentiality;
- Limit circulation and access to its directors, employees, representatives, consultants or subcontractors, or those of its affiliates who need to know such information and, in this case, inform these persons of the confidential nature of the information;
- Do not make copies for third parties.

A breach by the Firm of the confidentiality obligation gives rise to automatic termination of this contract, without prejudice to any actions for damages to which the FAPBM may be entitled.

Any use of FAPBM logos and trademarks by the Firm must comply with the graphic charters of the party whose trademark is used and systematically subject to its prior agreement.

In the event of termination within the meaning of Article 9 of this contract, the Firm undertakes to no longer use, reproduce or represent the theme, logos or brands communicated by the FAPBM.

Article 10. Termination

This Agreement may be terminated under the following circumstances:

1. If the services do not comply with the terms of the contract or do not meet the expected professional standards;
2. If one of the parties has not complied with one of the clauses of this contract;
3. If the Firm violates the laws and regulations governing the FAPBM;
4. By express agreement of both parties.

Article 11. Amendment

The contract may only be modified or contradicted by virtue of an amendment or addendum in writing and signed by both parties.

Article 12. Dispute Resolution

In the event of any disputes or litigation that may arise regarding the interpretation or execution of this contract, the parties agree to seek an amicable solution as far as possible. Failing agreement, the Court of First Instance of Antananarivo shall have jurisdiction.

Article 13. Annexes

The cost summary, the execution schedule and the composition of key personnel in the annexes form an integral part of this contract.

Done in two (02) original copies in Antananarivo, on _____

For the Cabinet

For the FAPBM

RANAIVOARISON Rija
Executive Director

APPENDIX 1: SUMMARY OF COSTS (To be completed by the Firm)

N°	Later	Amount (in Ariary)
1	Fees	
2	Reimbursable expenses	
3	Total cost excluding tax of the financial proposal	
4	VAT amount 20%1	
5	Total amount including tax	

N°	Later	Amount (in Ariary)
1	Fees	
2	Reimbursable expenses	
3	Total cost excluding tax	
4	VAT amount 20%2	
5	Total amount including tax	

N°	Description1	Unit	Qty	Co out unit air	Total
	Per diem	Day			
	Travel expenses	Voyage and			
	Communication costs	fft			
	Impression, reproduction of reports	Nb			
Total costs refundable					

APPENDIX 2: METHODOLOGY (To be completed by the Firm)APPENDIX 3: COMPOSITION OF THE TEAM (To be completed by the Firm)APPENDIX 4: EXECUTION SCHEDULE (To be completed by the Firm)