

# **Request for Proposal from Individual Consultant**

## **LETTER OF INVITATION**

**14<sup>th</sup> Nov 2008**

Dear Sir,

### **Subject: Capacity Building Services - Time based**

1. You are hereby invited to submit technical and financial proposals for consultancy services required under the Capacity Building Programme for the Ministry of Finance and Economic Empowerment which could form the basis for future negotiations and ultimately, a contract between you and the said Ministry.

2. The purpose of this assignment is to:

- (a) provide appropriate capacity building for staff especially in the context of the Programme- Based Budget (PBB).
- (b) work with Programme Managers as per deliverables in the PBB.
- (c) provide quality control over the work of the delivery units in the Ministry.
- (d) provide quality control on the Ministry/Sector strategies

3. The following documents are enclosed to enable you to submit your proposal:

- (a) the Terms of Reference (TOR) (Annexure 1);
- (b) supplementary information for consultants, including a suggested format of curriculum vitae (Annexure 2); and
- (c) a sample format of the Service Contract under which the service will be performed (Annexure 3).

4. Any request for clarification should be forwarded via fascicle No (230) 2110096 or on e-mail [aacharuz@mail.gov.mu](mailto:aacharuz@mail.gov.mu); [kbunjun@mail.gov.mu](mailto:kbunjun@mail.gov.mu); addressed to the same person mentioned in para. 5. Request for clarifications should be received 10 days prior to the deadline set for submission of proposals in para. 7.

5. The Government of the Republic of Mauritius requires that bidders/suppliers/contractors participating in the procurement in Mauritius observe the highest standard of ethics during the procurement process and execution of contracts.

Consultants are therefore advised to consult the website of the Procurement Policy Office of Mauritius <http://ppo.gov.mu> to acquaint themselves with the legislations related to procurement in Mauritius.

### **Eligibility**

6. Consultants should submit a statement on past and present declaration of ineligibility, if any, by any international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.

### **Submission of Proposals**

7. The proposals from the shortlisted consultants shall be submitted in two separate envelopes, viz., Technical and Financial and should follow the form given in the "Supplementary Information for Consultants." The proposals will be received in the office of the Financial Secretary up to 12.00 hours on 30<sup>th</sup> November at the following address:

Financial Secretary  
Ground Floor Government House  
Port-Louis

### **PROPOSALS CAN BE FORWARDED BY ELECTRONIC MAIL.**

### **Deciding Award of Contract**

8. Qualification and experience of the consultants shall be considered as the paramount requirement. The proposals will be evaluated on the basis of a maximum of 70 marks for Technical Proposals and 30 marks for Financial proposals. Proposals from consultants should score at least 50 marks for the Technical Proposals to be retained for further consideration.

Only those consultants scoring a total of 70 marks on the overall assessment shall be considered for the assignment. Negotiations will start with the Consultant scoring the highest marks and if negotiation is not successful, negotiation will start with the next best ranked Consultant and so on until an agreement is reached. Should you be contacted for negotiation you must be prepared to furnish the detailed cost break-up and other clarifications to the proposals submitted by you, as may be required to adjudge the reasonableness of your price proposals.

9. Please note that the Ministry of Finance and Economic Development is not bound to select any of the consultants submitting proposals.

10. It is estimated that the minimum duration of the assignment shall be for a period of 12 to 18 months. You should base your financial proposal on these figures, giving an indication of man-months considered necessary by you to undertake the assignment. The rate proposed in your submission will be applied in case the duration of the assignment is to be extended.

11. You are requested to hold your proposal valid for 60 days from the deadline for submission of proposals during which period you will maintain without change, your proposed price. The Ministry of Finance and Economic Empowerment will make its best efforts to finalize the agreement within this period.

12. Please note that the cost of preparing a proposal and of negotiating a contract including visits to Mauritius, if any, is not reimbursable as a direct cost of the assignment.

13. Assuming that the contract can be satisfactorily concluded, you will be expected to take up/commence with the assignment as soon as possible.

### **Tax Liability**

14. Please note that the remuneration which you receive from this contract will be subject to normal tax liability in Mauritius; but the Ministry of Finance & Economic Empowerment shall pay directly or reimburse the taxes, duties, fees, levies and their impositions in Mauritius related to:

- (i) payments to the Consultant in connection with carrying out this assignment;
- (ii) equipment, materials and supplies brought into Mauritius for the purpose of carrying out the assignment, provided they are subsequently withdrawn; and
- (iii) property brought in for your personal use provided the property is subsequently withdrawn.

### **Insurance**

15. The Consultant shall meet the cost of any insurance and/or medical examination or treatment required by him/her in the course of performing the services.

16. We should appreciate if you would inform us by facsimile:

- (a) your acknowledgment of the receipt of this Letter of Invitation; and
- (b) whether or not you will be submitting the proposal.

17. The Ministry of Finance and Economic Empowerment would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

### **Enclosures:**

Annexure 1: Terms of Reference.

Annexure 2: Supplementary Information to Consultant.

Annexure 3: Draft contract under which service will be performed.

## **TERMS OF REFERENCE**

### **Part 1. Background**

Following a decision of the government of the Republic of Mauritius, the Ministry of Finance and Economic Empowerment is inviting proposals for capacity building related to the department dealing with Budget Strategy and Management Directorate.

Consultants need to have skills in any of the following skills:

- (a) Macro-modelling and Fiscal Policy;
- (b) Social Sectors;
- (c) Infrastructure Development; and
- (d) Economic Sectors

### **Part 2. The Services:**

The Consultants shall:

- (a) provide appropriate capacity building for staff especially in the context of the Programme- Based Budget (PBB).
- (b) work with Programme Managers as per deliverables in the PBB.
- (c) provide quality control over the work of the delivery units in the Ministry.
- (d) provide quality control on the Ministry/Sector strategies

Depending on the skills of the international consultants, they will be requested, inter alia, to:

- (i) Assist the Macro-modelling unit in developing a modelling tool for budget forecasts etc;
- (ii) Support Ministry/Departments in the preparation/update of their strategic plans through quality control;
- (iii) Assist in costing Ministries/Departments strategic Plans;
- (iv) Help build capacity across the sectors in the context of Programme-Based Budget (PBB) further development and implementation;
- (v) Work with MOFEE/BSMD Staff and Programme Managers of Ministries/Departments as per deliverables in the PBB;
- (vi) Assist in the Performance Management System (PMS) in Ministries/Departments through the preparation of Human Resource Plans;
- (vii) Support the preparation of a pipeline of investment projects;
- (viii) Advise on scope of reforms in the context of the PBB;
- (ix) Advise on the relevant performance indicators aiming at measuring the budget execution; and

(x) Support the Budget Monitoring Team in budget analysis.

### **Part 3. Facilities to be provided by the Ministry**

The consultant shall be provided with facilities in respect of office, PC and printer, stationeries, secretarial assistance, communication facilities and support personnel as needed for the assignment.

### **Part 4. Contract duration and fees**

#### **(a) Duration of initial contract**

The Consultancy assignment is expected to be for an initial period of 12 to 18 months. The duration of the assignment may be extended by a maximum of 12 months, depending on the performance of the Consultant as well as the requirements of the Ministry.

#### **(b) Fees**

Arrangement may be made for the disbursement of the consultancy fee in monthly installments which shall cover remuneration and reimbursable at cost, in a combination of foreign and local currencies.

### **Part 5. Deliverables**

The PBB process is being reinforced as jointly determined by the Ministry of Finance and Economic Empowerment and the concerned Ministry. In case of disagreement a panel consisting of the two ministries and the Ministry of Civil Service will make the final determination.

In case of non-PBB related activity the assessment process will be as above but based on an assessment of tasks agreed under the contract.

## SUPPLEMENTARY INFORMATION FOR CONSULTANTS

### Proposals

1. Proposals should include the following information:

(a) Technical Proposals

- (i) Curriculum Vitae of Consultant (F-2).
- (ii) An outline of recent experience on assignments/ projects of similar nature executed during the last five years in the format given in Form F-3.
- (iii) Any comments or suggestions of the Consultant on the Terms of Reference (TOR).
- (iv) A description of the manner in which the Consultant would plan to execute the work.
- (v) The Consultant's comments, if any, on the data, services and facilities to be provided by the Ministry indicated in the Terms of Reference (TOR).

(b) Financial Proposals

The financial proposals should be given in the form of summary of Contract estimate in Form F- 4.

2. The proposals shall be submitted in one original and two copies

### Contract Negotiations

3. The aim of the negotiations is to reach an agreement on all points with the Consultant and initial a draft contract by the conclusion of negotiations. Negotiations commence with a discussion of Consultant's proposal, the proposed work plan, and any suggestions you may have made to improve the Terms of Reference. Agreement will then be reached on the final Terms of Reference and the bar chart, which will indicate periods in months and reporting schedule.

Once these matters have been agreed, financial negotiations will take place and will begin with a discussion of your proposed monthly rates.

4. The Consultant should note that the Contract for this study will be with .....

Payments to the Consultant will be made in accordance with an agreed estimated schedule, assuring the Consultants of regular disbursement in local and foreign currency.

### Review of reports

5. A review committee of three members will review all reports and suggest any modifications/changes considered necessary within 15 days of receipt.

**FORM NO.F-1**

From

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sir:

**Hiring of Individual Consultancy Services for Capacity building**

I \_\_\_\_\_ consultant herewith enclose Technical and Financial Proposal for selection as Consultant for the Ministry of — — — — —.

I undertake that, in competing for (and, if the award is made to me, in executing) the above contract, I will strictly abide by the Conduct for bidders and Contractors as provided under the Public Procurement Act 2006 of Mauritius.

Yours faithfully,

Signature: \_\_\_\_\_  
Full name \_\_\_\_\_  
and address: \_\_\_\_\_

**FORM F-2**

**FORMAT OF CURRICULUM VITAE (CV) FOR CONSULTANT**

Name of Consultant: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Nationality: \_\_\_\_\_

Membership in Professional bodies: \_\_\_\_\_

**Key Qualifications:**

*[Give an outline of experience and training most pertinent to tasks on assignment. Describe degree of responsibility held on relevant previous assignments and give dates and locations. Use about half a page.]*

**Education:**

*[Summarize college/university and other specialized education, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]*

**Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all positions held since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and employers references, where appropriate. Use about two pages.]*

**Languages:**

*[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing ]*

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and experience.

**Date: Day/Month/Year**

*[Signature of Consultant]*

**Full name of Consultant:** \_\_\_\_\_

**FORM F-3**

**ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING  
LAST 5 YEARS**

1. Outline of recent experience on assignments of similar nature:

Sl.No	Name of assignment	Name of assignment	Owner or Sponsoring agency	Cost of Project	Date of Commencement	Date of Completion	Was assignment satisfactorily completed

Note: Please attach certificates from the employer by way of documentary proof. (Issued by the Officer of rank not below that of Divisional Manager or equivalent.)

**Cost Estimate of Services**

**Remuneration:**

Consultant Name	Monthly Rate (in currency)	Working Months	Total Cost (in currency)
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			Sub-Total (Remuneration) _____

**Out-of-Pocket Expenses<sup>2</sup> :**

a) Per Diem <sup>3</sup> :	Room charges	Subsistence	Total	Days	
	_____	_____	_____	_____	_____
b) Air fare:					_____
c) Lump Sum Miscellaneous Expenses <sup>4</sup> :					_____
					Sub-Total (Out-of-Pocket) _____
					Contingency Charges: _____
					<b>Total Estimate:</b> _____

2 Reimbursable at cost with supporting documents/receipts unless otherwise specified.

3 Per Diem is fixed per calendar day and need not be supported by receipts.

4 To include reporting costs, visa, inoculations, routine medical examination, minor surface transportation and communications expenses, portorage fees, in-and-out expenses, airport taxes, and such other travel related expenses as may be necessary.

**Annexure 3**

**CONTRACT No.**

**SERVICE CONTRACT**

**BETWEEN**

**MINISTRY [XXXX]**

**AND**

**----- CONSULTANT**

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**THIS SERVICE CONTRACT** entered into this [DATE] , between the MINISTRY (hereinafter called the "Client") and Mr XYZ (hereinafter called the "Consultant").

**WITNESS THAT:**

**WHEREAS** the Ministry has determined the need to procure the services described, implied or referred to in this Contract, subject to the terms and conditions hereinafter set forth;

**WHEREAS** the Consultant represents and affirms that he/she possesses the requisite experience, qualifications, capability and skill to perform the said services;

**NOW THEREFORE** the parties hereto have agreed as follows:

**ARTICLE I**  
**SCOPE OF SERVICES**

1.1 The services to be performed by the Consultant under this Contract (hereinafter called the "Services") are those described in the Terms of Reference attached hereto as Annex I to the present Contract. The Terms of Reference shall form an integral part of this Contract.

**ARTICLE II**  
**COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT**

2.1 The Consultant shall commence the Services on [DATE] upon signature of the present Contract, and shall carry out the Services in a manner most suited to the requirements of the Contract and in accordance with the schedules and time limits established under the Terms of Reference (annex I) or indicated by the Ministry.

2.2 The Services shall be for XXXXX calendar days, or whatever period shall be indicated by the Ministry beginning on the date of commencement of the Services, and ending not later than XXXX.

### **ARTICLE III**

#### **DUTIES OF THE CONSULTANT**

- 3.1 The Consultant shall perform the services with all due care, diligence and efficiency, in accordance with the highest standards of professional competence, organization and responsibility, and in a manner acceptable to the Ministry.
- 3.2 The Consultant shall:
- (a) regularly report to, and obtain direction and guidance from the Ministry on all matters arising from or relating to the present Contract;
  - (b) promptly comply with such instructions as may be issued from time to time by the Ministry in connection with the performance of the services.
- 3.3 The Consultant shall perform the services to the satisfaction of the Ministry in accordance with the Terms of Reference and at such intervals as the Ministry may require.
- 3.4 The Consultant shall keep and maintain accurate and complete accounts in respect of expenditure incurred under the present Contract in such form and detail as shall be satisfactory to the Ministry for the purposes of making payment or settlement under the Contract.
- 3.5 The Consultant shall meet the cost of any insurance and/or medical examination or treatment required by him/her in the course of performing the services.
- 3.6 The Consultant shall seek and obtain any visas or residence permits that he/she may require to carry out the services and perform his/her obligations under the present Contract. The Ministry shall, as necessary, assist the Consultant in obtaining such visas and/or permits.

**ARTICLE IV**  
**PAYMENT FOR THE SERVICES**

- 4.1 The Ministry shall pay to the Consultant, in respect of the services, the various amounts specified in Annex II to this Contract (hereinafter referred to as the "Contract Amount").
- 4.2 The Contract Amounts shall be paid to the Consultant in accordance with the modalities specified in Annex II to the present Contract, which forms an integral part hereof.

**ARTICLE V**  
**CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

- 5.1 All documents, statistics, reports, data and other information provided, created, obtained or made available to the Consultant in connection with or by virtue of the present Contract, shall be treated as confidential by the Consultant, and the Consultant shall not be entitled to use or make copies of them for any purpose that is not related to the present Contract.
- 5.2 The documents, statistics, reports and data under the preceding paragraph shall, upon the completion of Services or termination of this Contract, be promptly returned to the Ministry.

**ARTICLE VI**  
**ASSIGNMENT AND SUB-CONTRACTING**

- 6.1 Except with the prior written consent of the Ministry, the Consultant shall not:
- (a) in whole or in part, assign, transfer or otherwise dispose of, his/her rights or obligations under the present Contract;
  - (b) sub-contract, or otherwise transfer responsibility for, the whole or any part of the Services.

**ARTICLE VII**  
**LIABILITY OF THE CONSULTANT**

- 7.1.1 The Consultant shall abide by, and take all measures necessary to enable him/her comply with, all laws and regulations in force in any place where the Services are to be wholly or partially performed.

- 7.2 The Consultant shall be fully liable for the consequences of any error or omission on his/her part or for any damage caused by negligence on his/her part in carrying out the Services or performing his/her obligations under the present Contract.

**ARTICLE VIII**  
**FORCE MAJEURE**

- 8.1 Neither party to the present Contract shall be responsible for any delay or failure to perform his/her/its obligations under the Contract if the delay or failure is attributable to force majeure.
- 8.2 In the event of force majeure which delays performance of the whole or any part of the present Contract for more than sixty (60) days, either party shall have the right, by notice in writing to the other party, to terminate the Contract.
- 8.3 For purposes of this Article, an event of force majeure shall mean an unforeseen and unavoidable event beyond the reasonable control and contemplation of the party invoking the existence of such event.

**ARTICLE IX**  
**TERMINATION OF CONTRACT**

- 9.1 The Ministry may, upon giving not less than seven (7) days' notice in writing to the Consultant, terminate the present Contract for cause if the Consultant has failed to perform the Services or to comply with his/her other obligations under the Contract.
- 9.2 The Ministry may, at its option, terminate this Contract when it is in the interest of or for the convenience of the Ministry to do so, provided that the Consultant shall in that event be given a notice of not less than fifteen (15) days of such termination.
- 9.3 The Consultant may terminate the present Contract if the Ministry has, within a period of forty five (45) days after the due date, failed to pay any amount due to him/her in respect of which no dispute has arisen.

- 9.4 The parties hereto may by mutual agreement terminate this Contract.
- 9.5 If the present Contract is terminated under this Article, the Ministry shall be liable only for payment, in accordance with the payment provisions of the Contract, for the Services actually rendered prior to the effective date of termination, together with such other amounts incidental to the termination as may be reasonable in the circumstances.

**ARTICLE X**  
**DISPUTE SETTLEMENT**

- 10.1 Any disputes arising out of or in connection with the present Contract shall, unless it is amicably settled, be decided upon by the Ministry who shall transmit his decision in writing to both parties.
- 10.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for arbitration under the applicable law.

**ARTICLE XI**  
**MODIFICATION OR AMENDMENT**

- 11.1 Except by mutual agreement in writing between the parties, no change, modification or amendment shall be made to the present Contract.
- 11.2 Notwithstanding the preceding paragraph, the Ministry may at any time order or require changes in the scope of the Services. If such changes add to or reduce the cost of the Services, then the Contract Amount shall be adjusted accordingly.

**ARTICLE XII**  
**EFFECTIVE DATE**

- 12.1 The present Contract shall enter into force on the date of its signature by both parties.

12.2 Unless terminated under Article VIII or IX above, the present Contract shall expire upon completion of the Services and the discharge of all obligations arising out of or under the Contract.

**ARTICLE XIII**  
**CHANNEL OF COMMUNICATIONS AND NOTICE**

13.1 For the purposes of the present Contract, the authorized representative of the Ministry shall be the XXXXXX or such other officer as he may designate for this purpose.

13.2 Any communication, notification, submission, notice, demand or request under the present Contract shall be deemed to have been duly transmitted if it shall have been delivered by hand, mail, or facsimile by either party to the other at the appropriate address indicated below, or at such other address as that other party may have indicated:

**For the Ministry :**

Mail Address :

**For the Consultant :**

Mail Address :

Telephone :

E-mail :

**ARTICLE XIV**

(i) GOVERNING LAW

14.1 This Contract shall be governed by, and construed in all respects in accordance with, the Laws of Mauritius.

**IN WITNESS WHEREOF** the parties hereto have caused the present Contract to be signed in their respective names in two original counterparts in English/French on the date first above written.

**FOR THE MINISTRY**

**FOR THE CONSULTANT**

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Annex 1- Terms of Reference

Annex 2- Contract Amount and method of payment