

Ministry of Industrial Development, SMEs and Cooperatives (SMEs Division)

Request for Proposal

Consultancy Services for the Implementation of an Integrated IT System for SMEs in Mauritius

Procurement No: SME/OAB /Q05/2022-2023

Ministry of Industrial Development, SMEs & Cooperatives (SMEs Division) 16th floor, Newton Tower Port-Louis Tel: 405 3100 Fax: 2144154

25 October 2022

Request for Proposal

LETTER OF INVITATION

Dear Sir,

Subject: To enlist the services of a Consultant/Consultancy firm for the implementation of an Integrated IT System for SMEs in Mauritius.

- 1. The **Ministry of Industrial Development, SMEs & Cooperatives (SMEs Division)** is hereby inviting technical and financial proposals to enlist the services of a Consultant for the implementation of an Integrated IT System for SMEs in Mauritius.
- 2. The purpose of this assignment is given at Annex 1
- 3. The following documents are enclosed to enable you to submit your proposal:
 - (a) Terms of Reference for Service Provider or an Agency (Annex 1);
 - (b) supplementary information for Consultants (Service Providers), including a suggested format of curriculum vitae (Annex 2); and
 - (c) sample format of the Service Contract under which the service will be performed (Annex 3).
- 4. Any request for clarification should be forwarded via e-mail to <u>rathakoor@govmu.org</u> or addressed to Mrs. R.Thakoor, Secretary, Departmental Bid Committee, 16th Floor, Newton Tower, Sir William Newton Street, Port Louis. Request for clarifications should be received 14 days prior to the deadline set for submission of proposals in paragraph 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. Service providers are advised to consult the website of the Procurement Policy Office of Mauritius **ppo.govmu.org** to acquaint themselves with the legislations related to procurement in Mauritius.

6. Eligibility

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

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

(b) Service providers 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.

7. Submission of Proposals

The proposals from the consultants shall be submitted in one envelope, including Technical and Financial proposals marked "Consultancy Services – SME/OAB/Q08/2021-2022", and should follow the form given in the "Supplementary Information for Consultants." The proposals will be received in the Tender Box situated at 16th Floor, Newton Tower, Sir William Newton Street, Port-Louis, Mauritius by <u>Wednesday 23 November 2022 up to 13.00 hours (local time) at latest.</u>

Proposals should **not** be forwarded by electronic mail and proposals received after the deadline set for submission <u>shall be rejected.</u>

8. Deciding Award of Contract

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 negotiations, you must be prepared to furnish the detailed cost break-down 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 Industrial Development, SMEs and Cooperatives** (SMEs Division) is not bound to select any of the service providers submitting proposals.

10. It is estimated that the duration of the assignment shall be within a period of **6 months**. You should base your financial proposal on these figures, giving an indication of manmonths considered necessary by you to undertake the assignment. The extent to be spent in Mauritius and that in office outside Mauritius should be clearly indicated. 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 Industrial Development, SMEs and Cooperatives** (**SMEs Division**) 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 within **one month.**

14. Tax Liability

Please note that the remuneration which you receive from this contract will be subject to normal tax liability in Mauritius.

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

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

Consultants are requested to contact the Mauritius Revenue Authority at the following address to obtain the relevant information in this respect.

Mauritius Revenue Authority Ehram Court, Cnr Mgr. Gonin & Sir Virgil Naz Streets, Port Louis, Mauritius Tel: +230 207 6000 •Fax: +230 207 6053 Email:largetaxpayer@mra.mu

•Website: <u>http://mra.mu</u>

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 commit ourselves to maintain the highest standard of integrity and ethical principles during all stages of the procurement cycle.
- **17.** The **Ministry of Industrial Development, SMEs and Cooperatives (SMEs Division)** would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

M. Khaytoo (Mrs) For Ag. Permanent Secretary

Enclosures:

- Annex 1: Terms of Reference.
- Annex 2: Supplementary Information to Consultant.
- Annex 3: Draft contract under which service will be performed.

TERMS OF REFERENCE

Consultancy Services for the Implementation of an Integrated IT system for SMEs

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1.0 BACKGROUND

The current system being used by the Ministry caters for online registration of SMEs whereby enhancements to be brought due to frequent cropping issues are costly in terms of both maintenance and deployment. In addition, the present system is not only not user friendly but also data and information cannot be extracted and processed seamlessly. As at date, there is no institution which can give pertinent data with respect to SMEs. In fact, there is a need to strengthen the capacity of the country's SME data collection framework. While SME data comes from multiple sources and cover a wide range of areas/sectors relating to SMEs, challenges remain in establishing a complete dataset on SMEs. These relate notably to the lack of a nationally harmonized definition of SMEs and fragmented collection of SME data, which prevents effective coordination between different agencies.

The need to harmonise all data available on SMEs on a common platform and the possibility of obtaining real time statistics has thus become primordial. From capturing information on incorporated companies with the CBRD to online application and registration of entrepreneurs at the SME Registration Unit as well as gaining information on submission of tax returns by entrepreneurs to the MRA would be starting points for data collection on SMEs. The common IT system will be linked inter alia with the systems of the CBRD and the MRA so that consistent data and statistics on SMEs are easily made available to policy makers for effective decision-making, the targeted beneficiaries for such project would be the SMEs, Policy Makers and Government.

Service delivery would be improved such that policy makers will be able to devise and formulate appropriate and effective policies for SMEs based on real time data and statistics.

The objective of the project is to define an appropriate Information & Communication Technologies (ICT) Strategy to improve the work processes related to **Management of SMEs** at the Ministry of Industrial Development, SMEs and Cooperatives (SMEs Division) and SME Registration Unit, henceforth referred to as SMEs Division, with emphasis on, among others:

- Adopt a digital-by-default culture for **management of SMEs** within SMEs Division by enabling digital mode of operations and transactions
- Real Time and end-to-end visibility of information on multiple dimensions across SMEs Division and with other stakeholders
- Centralised access to up-to-date information
- Management dashboards for monitoring and decision support systems
- Strategic use of data for informed decision-making
- Generate more accurate statistical reports
- Easy access to details/status of the application for services
- Boost stakeholders' confidence for any effective and efficient service delivery
- Improving productivity, quality and service delivery and customer satisfaction
- Reduction in turnaround times, processing time and servicing time
- Reduction in operational costs
- Reduction in dependency on physical documents towards a paperless Office
- Creation of electronic archives with longer life span and less paper-based storage space

- Faster and better recording, management, retrieval and reporting on application for services, etc.
- Adoption of once-only principle, i.e. capture data once and allow re-use of data
- Enable round the clock access to electronic services anywhere, anytime and on any device (tablets, smart phones, etc)

This assignment is expected to be driven by a Consultant with significant experience in similar projects for the public sector/parastatal bodies.

1.1 OBJECTIVE OF THE ASSIGNMENT

The main objective of the assignment is to digitally transform **the management of SMEs business process of the SMEs Division** through the following activities:

- An assessment of existing processes and digital readiness of SMEs Division and other relevant agencies/departments (AS-IS);
- Re-engineering of existing manual processes into digitally-mode of operation (TO-BE);
- Recommendations of ICT infrastructure and solutions in view of an integrated and user-friendly ICT system to support SMEs Division transactions;
- Formulation of a Roadmap for implementation of ICT infrastructure and solutions;
- Recommendation of a plan for capacity building and change management activities to ensure adoption of a digital culture by, and build confidence of, SMEs Division staff and in the digital transformation process;
- Provision of a technical expertise during procurement exercise.

1.2 PROPOSED PHASES

It is proposed that the assignment be implemented using a phased approach. The following 2 phases would be considered:

- Phase I – Formulation of Recommendations

During this phase, the Consultant will engage with SMEs Division key staff and stakeholders to understand existing work processes related to **management of SMEs** and assess the digital readiness so as to formulate a comprehensive Recommendation Report for the digital transformation of SMEs Division. The Recommendation Report would contain all elements necessary for SMEs Division to more toward with the implementation of an Integrated IT system and infrastructure that would enable SMEs Division to transition from a manual to a digital-mode of operation for processes related to **management of SMEs**.

Upon Client's approval of the Recommendation Report, the Consultant would eventually produce a bidding document consisting of Request for Proposal and detailed technical specifications for the implementation of ICT recommendations.

- <u>Phase II – Technical Assistance during Procurement of hardware, software and services</u> (wherever applicable) for implementation of recommended IT solutions

Following recommendations and submission of the Recommendation Report and bidding document in Phase I, the procurement of the hardware, IT infrastructure, IT Security, data connectivity, software and services (where applicable) for the implementation of the digital solutions proposed in the Recommendation Report will be undertaken by the SMEs Division. Technical assistance of the Consultant will be required during the procurement process to deliver a presentation during the Pre-Bid Conference and to respond to queries/challenges during the Procurement Exercise.

IMPORTANT: In the event there are no responsive bids to the procurement exercise that would				
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Client				
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1.3 SCOPE OF WORKS AND DELIVERABLES

1.3.1 Scope of Works

The scope of works is as follows:

- Phase I – Formulation of Recommendations

- Consult and engage with key staff, process owners, and stakeholders in order to carry out thorough assessment of existing organizational functions, operating structures, services and key activities for business processes related to management of SMEs (AS-IS);
- Perform gap analysis and reengineer business processes, operations, transactions and services that would be digitally transformed (TO-BE);
- 3) Develop comprehensive process maps and workflows for AS-IS and TO-BE processes;
- Assess any IT system and infrastructure at the SMEs Division and other stakeholders and make recommendations, on how ICT solutions can be implemented and integrated into a comprehensive, energy-efficient and cost-effective unified IT system based on the needs and constraints;
- 5) Evaluate and recommend latest technology, standards and licensing model to adopt for the IT system, equipment and infrastructure to ensure reliability, interoperability, upgradability, scalability and sustainability in the long term;
- Assess skills and capacity of existing staff at SMEs Division to operate the proposed integrated IT solution and provide future staffing requirements as well as roles & responsibility definition;
- Facilitate organization of a workshop for users and stakeholders of SMEs Division whereby the Consultant would present and validate its recommendations for the digital transformation;
- 8) Formulate a detailed training plan to ensure continuous capacity building of SMEs Division staff on the new digital mode of operation and transactions, on the use of the different components of IT system as well as on system administration and operation;
- 9) Recommend appropriate change management and communication strategies with clear activities, responsibilities to ensure successful implementation;
- 10) Recommend appropriate governance structure to involve different stakeholders to ensure sustainability of the system in terms of operations;

- 11) Recommend appropriate framework for comprehensive outcome-based monitoring and evaluation of the project (eg Post Implementation Indicators/Reports) to measure success of recommended initiatives;
- 12) Provide cost estimates (capital and operational budgetary requirements) and time-frame for the implementation of the integrated IT system by considering different technologies, different hosting solutions and other considerations (like data migration, etc). Estimated annual maintenance, support and operation costs for the proposed technology should also be provided;
- 13) Prepare the necessary detailed technical specifications for the procurement of all hardware, IT infrastructure, IT security, data connectivity, software an ancillaries required (wherever applicable) for the integrated IT system in the form of a detailed Requirements Document including Bill of Quantities (BOQ) which will be used in the bidding document for procuring the necessary IT service provider(s) in Phase II;
- 14) Prepare a bidding document which would incorporate the Request for Proposal and detailed technical specifications using suitable standard template Procurement Policy Office (<u>http://ppo.govmu.org/English/Pages/Standard-Bidding-Documents.aspx</u>)

The recommendations and solutions proposed in the Recommendation Report should be clear, unambiguous and fit for purpose for the SMEs Division. In case solutions are provided with different alternatives or options, the Consultant should provide its recommended solution to the Client backed with proper research, analysis (e.g. cost-benefit) and justifications.

- <u>Phase II Technical Assistance during Procurement of hardware, software and services</u> (wherever applicable) for implementation of recommended IT solutions
 - 15) Make presentation on the request for proposal to prospective bidders during pre-bid conference exercise.
 - 16) Assist the Client, and provide technical inputs, in responding to queries/challenges pertaining to the procurement exercise.

1.3.2 Deliverables

The following reports are expected from the successful bidder during the assignment as per the schedule at Section 1.3.3:

Phase I – Formulation of Recommendations

1. Inception Report

Within two (2) weeks after the start date, the Consultant will provide the Client/Steering Committee with an inception report outlining any proposed revisions to the programme following a detailed review of the situation and initial discussions with the relevant stakeholders.

The inception report shall include a detailed work plan covering the whole duration as well as full scope of the assignment. The work plan shall consist of the following:

- A detailed Gantt chart showing milestones/major deliverables and activities and highlighting the critical path and version number as well as the duration for the assignment and expected start and completion dates;
- Schedule, type and context of consultations with stakeholders (for approval by client);
- Any other relevant sections, documents, procedures, processes, literature and references.

2. AS-IS Report

The AS-IS report should contain the detailed findings of the current state assessment and document **at least** the following elements:

- Description of existing organizational functions, operating structures, services, target users and key stakeholders related to the **management of SMEs** business processes
- Description and assessment of existing ICT infrastructure, licenses, databases, etc.
- Assessment of current staff capabilities and their readiness for digital transactions as well as for sustaining an integrated IT system
- Comprehensive details on each process related to the **management of SMEs** including overview, process flow description and flowchart depicting the process and information flows
- Challenges associated with the current processes
- List of interviewees
- Summary of interviews and work sessions

3. TO-BE Report

The TO-BE report should describe the proposed solutions that are required to bridge identified gaps between the AS-IS and TO-BE states. The report should also detail the following:

- Flow of all activities associated with the proposed (TO-BE) digitally transformed processes in terms of overview, process, description and flowchart;
- Interactions of the SME Division with possible strategic partners that may be necessary for the implementation and operations of the specific components of the system;
- Appropriate recommendations regarding existing legal, institutional and regulatory frameworks.

4. Interim Report

An interim report which can also be considered as a preliminary version of the Recommendation Report, will have to be submitted **after fourteen (14) weeks** of the submission of the inception report for discussion and amendments by the Client/Steering Committee.

The Interim report shall include **at least** the following elements:

- (i) Executive summary, introduction, purpose, overview, objectives, scope, vision and benefits;
- (ii) Overall approach and methodology;
- (iii) Current State Assessment (AS-IS) including SWOT Analysis, major challenges and how these challenges have been tackled in the report;
- (iv) Proposed strategy and recommendations (TO-BE);
- Proposed solutions in terms of Application Software Architecture, core system components, ICT applications, modules, functionalities, digital services, interfacing with external systems, etc;
- (vi) System architecture, networking/data connectivity, hardware, server infrastructure, server room (if applicable) requirements;
- (vii) Recommendations for an IT security audit of the whole IT infrastructure by an independent/external service provider;
- (viii) Recommendations for Air Conditioning, UPS, electrical and connectivity of UPS to generator (if applicable);
- (ix) Licensing implications for all software (annual maintenance costs, etc);
- (x) Requirements documentation and Bill of quantities (BoQ) for hardware, IT infrastructure, IT security, data connectivity and software (wherever applicable);
- (xi) Recommendations for Data migration, scanning of physical files and quality control (wherever applicable);
- (xii) Training and Capacity Building Plan;
- (xiii) Change Management and governance;
- (xiv) Procurement methodologies and implementation roadmap (Timeline and Gantt Chart) based on factors such as priority, impact, etc.;
- (xv) Cost estimates (capital and operational budgetary requirements) of proposed system and technology to be used including cost-benefit analysis;
- (xvi) Benefits, Assumptions and Risk mitigation strategies; and
- (xvii) Any other relevant information and details which are pertinent.

A presentation of the major aspects of the report should also be made to the Client/Committee. The Client/Steering Committee shall endeavor to react within two (2) weeks of submission of the interim report.

5. Validation Workshop

The consultant shall present and validate its recommendations to users and stakeholders of SMEs Division, during a workshop. The Consultant shall document all comments, questions and answers discussed during the workshop. Any relevant feedback received should be discussed with Client prior to incorporation in the final report.

6. Final Recommendation Report

Upon receiving comments of the Client/Steering Committee on the draft interim report, the Consultant will amend the interim report and submit a final report **within two (2) weeks** of receipt of the comments.

7. Technical Specifications and Request for Proposal/Bidding Document

Upon endorsement of the final report, the Consultant shall prepare technical specifications and a "Request for Proposals" (RFP) for implementation of the recommended initiatives according to the standard bidding documents of the Procurement Policy Office (<u>http://ppo.govmu.org/English/Pages/Standard-Bidding-Documents.aspx</u>). The technical specifications should contain **at least** the following elements:

- (i) Price Schedule Form (including Detailed Bill of Quantities) which should cover a maintenance period of 5 years including warranty
- (ii) Table for capturing Rate per Person Day for customization, enhancement and/or future developments to the Software
- (iii) Table for capturing Rate per Person Hour/Day for Hardware/Infrastructure Support and related Intervention (if applicable)
- (iv) Expected Delivery Period
- (v) Detailed Scope of Work
- (vi) Terms of Reference for the recruitment of IT service provider(s) for implementation of the integrated IT solutions and associated software
- (vii) Hardware requirements (if applicable)
- (viii) Network, Server Infrastructure, Backup, Air Conditioning, UPS, electrical and connectivity of UPS to generator (wherever applicable)
- (ix) Data connectivity requirements (if applicable)
- (x) Software Requirements (Functional and Non-Functional)
- (xi) Requirements for interfacing with external systems (wherever applicable)
- (xii) Include all security aspects of the proposed solution
- (xiii) Assess IT Security threats and risks and make recommendations on the respective mitigation measures
- (xiv) Requirement of an Independent IT Security audit by a third party;
- (xv) Review existing operational procedures and policies
- (xvi) Documentation Requirements
- (xvii) System Test, Integration Testing and User Acceptance Test Requirements
- (xviii) Requirements for Data migration, scanning of physical files and quality control (wherever applicable)
- (xix) Proposed Implementation Schedule
- (xx) Proposed Project Management and Software Development Methodology
- (xxi) Experience and Qualifications of Support Staff
- (xxii) Technical Compliance Sheets for each component of the System
- (xxiii) Sample Software and Hardware Maintenance Agreements
- (xxiv) Warranty Conditions
- (xxv) Commissioning, User Acceptance and Operational Acceptance Process
- (xxvi) Payment Terms
- (xxvii) Bid Evaluation Criteria

- (xxviii) Customised clauses in Bid Data Sheet, Special Conditions of Contract among others relevant to the procurement
- (xxix) Any other item/requirement to make the whole system workable

- <u>Phase II – Technical Assistance during Procurement of hardware, software and services</u> (wherever applicable) for implementation of recommended IT solutions

8. Presentation, Response to Queries & Technical Assessment Report

During the procurement exercise for the implementation of the recommended initiatives at SMEs Division, the Consultant shall make a presentation based on the contents of the Request for Proposal during a Pre-Bid conference exercise to clarify/highlight the main requirements of the System.

The Consultant shall also assist the Client, and provide technical inputs, in responding to queries pertaining to the procurement exercise.

Note:

Other Documentation

The Consultant shall also furnish to the Client such documentation related to the services as the Client may reasonably request from time to time.

All documents (reports, presentations) developed for/during the course of the consultancy services must also be provided in soft copy.

1.3.3 Phasing of Reports and Proposed Time Schedule

The reports described at section 1.3.2 have to be delivered as per the following timeframe:

Documents	No. of Weeks/Months After Start of
	Assignment
Inception Report	2 weeks
AS-IS Report	4 weeks
TO-BE Report	8 weeks
Interim Report and presentation	16 weeks
Validation Workshop	16 weeks
Final Recommendation Report	20 weeks
Bidding Document including RFP and	24 weeks
Detailed Technical Specifications	
Pre-bid Conference Presentation	During Pre-bid Conference
Response to Queries/Challenges	During Procurement Exercise

Note:

To ensure timely approval by the Client, the Consultant shall initially submit for discussion, drafts of deliverables in soft format to be discussed with the Client and the Steering Committee, as applicable. The Client or Steering Committee may request clarifications from the Consultant on deliverables and the Consultant should be present, upon request, in Steering Committee meetings to provide any justification/clarification regarding the assignment. The view and comments of the Client and Steering Committee shall be given due consideration and incorporated in the deliverables.

1.4 KEY EXPERT QUALIFICATIONS AND COMPETENCE FOR ASSIGNMENT

The Consultancy firm will be responsible for providing appropriate staffing and oversight to ensure the integrity and timely completion of the assignment throughout the course of the contract period.

The team from the Consultancy firm should be based in Mauritius for face-to-face meetings during the course of the assignment. Audio/Video conferences with the Client or stakeholders may be considered, subject to prevailing sanitary condition upon approval from the Client.

During **phase I**, one (1) Team Leader and one (1) Team Member from the Consultancy firm should be present and be available at the Client's site. However, at least the Team Leader should be present and be available at the Client's site for the scope of the service for **phase II**. The other team member/s may assist the Team Leader in tasks as per Consultant's staffing schedule.

The key team members may be supported by such number of support staff as may be required by the Consultant. However, for evaluation purposes, the Team Leader and the one(1) best Team Member proposed will be considered.

The consultancy firm and team members should have the following qualifications, experience and expertise:

Consultancy Firm

The Consultant or the Consulting firm should have *formulated at least one (1) e-Business Plan or Digital Transformation Strategy or equivalent ICT strategy/plan* for Government or Corporate/private sectors as the lead consultant for the last five years.

The bidder must substantiate the above reference sites by attaching the corresponding testimonial signed by customer as evidence of satisfactory performance. In case of non-submission of testimonial, reference site may not be considered.

Team Members						
	Education	Professional Experience	Skills and Competencies			
Team Leader	University Degree in Information Technology related field Postgraduate qualifications will be an advantage	Minimum of 6 years experience in the field of assignment with specific experience in managing strategic computerization projects in the public or private sector or at the national level .(Additional years of experience would be an advantage)	 Good functional knowledge of the following: Digital Transformation Business Process Reengineering Information Systems Good organizational, analytical and communication skills 			
Team Member	University Degree in Information Technology related field	Minimum of 3 years experience in the field o f assignment with specific experience in managing strategic computerization projects in the public or private sector or at the national level. (Additional years of experience would be an advantage)	 Involvement in: User requirements documentation Gap Analysis documentation Business Process Analysis System Design Software Development/Customisation 			

Evidence in respect of qualifications and experience claimed should be clearly provided in the proposal. Curriculum Vitae (CV) for Proposed Professional Staff should be filled in this regard. Non-availability of information pertaining to qualifications and experience will impact allocation of marks/points during bid evaluation.

During the term of the contract, if substitution of Consultant's staff is required, the qualifications of the newly appointed staff will need to meet or exceed the competencies of those staff previously identified in this endeavor. Any substitutions should be accompanied with proper reasons/justifications and will be subject to Client's approval in writing.

1.5 DURATION OF ASSIGNMENT

It is proposed that Phase I be completed within **6 months** as from <u>start date of this consultancy</u> <u>assignment</u>, the <u>scope of the service for Phase II</u> should be provided within this period.

1.6 STEERING COMMITTEE

A Steering Committee shall be set up by the Client to oversee the assignment. The Consultant shall, as and when required, attend the meetings of the Steering Committee. The Consultant may also have to attend any other meeting as may be required by the Client.

1.7 TERMS OF PAYMENT

The terms of payment will be split into phases as follows:

PHASE I – FORMULATION OF RECOMMENDATIONS

Upon signature of agreement and on submission of a bank guarantee valid up to final payment of Phase I	10% of Contract Price for Phase I only
After submission of inception report by the	20% of Contract Price for Phase I only
Consultant and endorsement by the Client	
After presentation and submission of Interim Report	40% of Contract Price for Phase I only
by the Consultant and on submission of a bank	
guarantee valid up to one month after endorsement	
of final report	
After conduct of validation workshop, submission of	30% of Contract Price for Phase I only
final report, RFP/Bidding Document and detailed	
technical specifications by the Consultant and	
endorsement by the Client	

PHASE II – TECHNICAL ASSISTANCE DURING PROCUREMENT OF HARDWARE, SOFTWARE AND SERVICES (WHEREVER APPLICABLE) FOR IMPLEMENTATION OF RECOMMENDED IT SOLUTIONS

Upon Pre-Bid Conference Presentation	50% of Contract Price for Phase II only
Upon response to Queries/Challenges (if any) or	50% of Contract Price for Phase II only
closure of procurement exercise	

IMPORTANT: In the event there are no potential bidders to the procurement exercise or the Client does not proceed with the project, the Client reserves the right not to go ahead with Phase II **and no payment will be effected.**

1.8 EVALUATION PROCESS FOR THIS ASSIGNMENT

- The Client will constitute a Bid Evaluation Committee (BEC) to evaluate the proposals received from all Bidders.
- The BEC so constituted shall evaluate the responses to the Terms of Reference and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by the prospective bidders, may lead to rejection or reduction in marks.
- The BEC shall evaluate the Technical proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet.
- During evaluation and comparison of bids, the Client may, at its discretion ask the Bidder for clarification of its bid.
- The decision of the BEC shall be final. The BEC reserves the right to reject any or all proposals at any point of time.

Annex - 2

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 Public body 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 (weeks ?) and reporting schedule.

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

Review of reports

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

From:	 To:	

Sir

To enlist the services of a Consultant/Consultancy firm for the implementation of an Integrated IT System for SMEs in Mauritius.

1

I/we..... herewith enclose Technical and Financial Proposals for selection as Service Provider for the **Ministry of Industrial Development, SMEs and Cooperatives (SMEs Division).**

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

I/we hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption during our participation in the bidding process and we commit ourselves to observe the same principles if the contract is awarded to me/us and during its execution. We understand that transgression of the above is a serious offence and appropriate actions will be taken against me/us.

Yours faithfully

Signature:	
------------	--

Full name:	

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 institutions, 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:_____

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 Project	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.)

FORM F-4

Cost Estimate of Services¹

Remuneration:

Consultant Name	Monthly Rate (in currency)	Working Months	Total Cost (in currency)

5

¹ Rates shall be used for extension of contract for Lump-sum basis and for Time-based contract at negotiation stage or as otherwise specified

Annex 3

CONTRACT No._____

SERVICE CONTRACT

BETWEEN

MINISTRY OF INDUSTRIAL DEVELOPMENT, SMEs AND COOPERATIVES (SMEs DIVISION)

AND

(Name of Service Provider.....)

1

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

WITNESS THAT:

WHEREAS the Ministry of Industrial Development, SMEs & Cooperatives (SMEs Division) 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:

<u>ARTICLE I</u> 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.

<u>ARTICLE II</u> <u>COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT</u>

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 of Industrial Development, SMEs & Cooperatives (SMEs Division).

2.2 The Services shall be for *XXX* calendar days, or whatever period as indicated by the **Ministry of Industrial Development, SMEs & Cooperatives (SMEs Division),** beginning on the date of commencement of the Services, and ending not later than

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 of Industrial Development, SMEs and Cooperatives (SMEs Division).
- 3.2 The Consultant shall:
 - (a) regularly report to, and obtain direction and guidance from the Ministry of Industrial Development, SMEs & Cooperatives (SMEs Division) 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 of Industrial Development, SMEs & Cooperatives (SMEs Division) in connection with the performance of the services.
- 3.3 The Consultant shall perform the services to the satisfaction of the Public body in accordance with the Terms of Reference and at such intervals as the Public body 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 of Industrial Development, SMEs & Cooperatives (SMEs Division) for the purposes of making payment or settlement under the Contract, where applicable.

- 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 of Industrial Development, SMEs & Cooperatives (SME Division) shall, as necessary, assist the Consultant in obtaining such visas and/or permits.

ARTICLE IV PAYMENT FOR THE SERVICES

- 4.1 The **Ministry of Industrial Development, SMEs & Cooperatives (SMEs Division**) 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 of Industrial Development, SMEs & Cooperatives (SMEs Division).

5.3 Any study, report or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

ARTICLE VI ASSIGNMENT AND SUB-CONTRACTING

- 6.1 Except with the prior written consent of the *Ministry of Industrial Development, SMEs & Cooperatives (SMEs Division)* 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.

<u>ARTICLE VII</u> 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 the 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, and which impacts directly on the discharge of the obligation under the Contract.

ARTICLE IX TERMINATION OF CONTRACT

- 9.1 The **Ministry of Industrial Development, SMEs & Cooperatives (SMEs Division)** 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 of Industrial Development, SMEs & Cooperatives (SMEs Division)** may, at its option, terminate this Contract when it is in the interest of or for the convenience of the **Ministry** *t*o 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 of Industrial Development, SMEs & Cooperatives (SMEs Division) 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 of Industrial Development, SMEs & Cooperatives (SMEs Division)** 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 dispute arising out of or in connection with the present Contract shall, unless it is amicably settled, be decided upon by the Ministry of Industrial Development, SMEs & Cooperatives (SMEs Division) 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 Public body 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, 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 of Industrial Development, SMEs & Cooperatives (SMEs Division) shall be the Accounting Officer 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 of Industrial Development, SMEs & Cooperatives (SMEs Division)

Mail Address : rathakoor@govmu.org

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 Public Body

FOR THE CONSULTANT

Annex 1- Terms of Reference

Annex 2- Supplementary Information for Consultants

Annex 3- Sample format of the Service Contract