

REPUBLIC OF RWANDA



MINISTRY OF PUBLIC SERVICE AND LABOR

REQUEST FOR PROPOSALS

Title of the tender Notice:

**RECRUITMENT OF A
CONSULTANT TO SETTING UP
LEGAL FRAMEWORK FOR THE
MANAGEMENT CONSULTANCY
SERVICES AND RELATED
SCIENTIFIC AND TECHNICAL
CONSULTANCY SERVICES**

Tender reference number:

38/UTE/2010

Procurement method:

International Tender

Done:

MAY 2010

REPUBLIC OF RWANDA

MINISITERI

Y’ABAKOZI

BA LETAN’UMURIMO



**MINISTRY
OF PUBLIC SERVICE
AND LABOR**

INTERNATIONAL OPEN TENDER

Reference number: N° 38/ UTE/2010

Source of Funds

Client: Ministry of Public Service and Labor (MIFOTRA)

**TITLE: SETTING UP LEGAL FRAMEWORK FOR THE MANAGEMENT
CONSULTANCY SERVICES AND RELATED SCIENTIFIC AND TECHNICAL
CONSULTANCY SERVICES**

1. The Ministry of Public Service and Labor requests for proposals of consultancy for the following services: **“SETTING UP LEGAL FRAMEWORK FOR THE MANAGEMENT CONSULTANCY SERVICES AND RELATED SCIENTIFIC AND TECHNICAL CONSULTANCY SERVICES.** For detailed information, read the terms of reference.
2. The consultant will be selected by use of the *Quality/Price* method in accordance with the procedures contained in this request for proposals and the law regulating public tenders
3. This request for proposals is composed of the following sections:
 - Section 1 – Invitation letter
 - Section 2 – Information note to consultants (including specific information)
 - Section 3 – Technical proposal – Standard forms
 - Section 4 – Financial proposal – Standard forms
 - Section 5 – Terms of reference (ToR)
 - Section 6 – Sample contract
4. The request for proposals can be obtained from the Ministry of Public Service and Labor in the Finance and Administration Unit during working days from **20/05/2010** or at Web site : www.mifotra.gov.rw

5. Well printed and appropriately bound Technical and financial proposals, submitted in four (4) copies of which one is the original and 3 copies, contained in two separate and sealed envelopes with the mention “**SETTING UP LEGAL FRAMEWORK FOR THE MANAGEMENT CONSULTANCY SERVICES AND RELATED SCIENTIFIC AND TECHNICAL CONSULTANCY SERVICES.**” will be addressed to the Permanent Secretary of the Ministry of Public Service and Labor, Po Box 403 Kigali, Tel. 583371 and will be submitted to the Central Secretariat not later than **06/07/2010 at 1:00 p.m.**

6. The opening of bids will take place the same day at **2:00 p.m.** in public session in MIFOTRA meeting room, in the 3rd Floor of its administrative building at Kacyiru.

Best regards,

Done at Kigali, on

MULINDWA Samuel

Permanent Secretary of the Ministry
of Public Service and Labor

SECTION 2. INSTRUCTIONS TO CONSULTANTS

DEFINITIONS

- (a) “Client/Procuring Entity” means the agency with which the selected Consultant signs the Contract for the Services.
- (b) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.
- (c) “Contract” means the agreement between the procuring entity and the successful bidder.
- (d) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the Government of the Republic of Rwanda.
- (g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides short listed Consultants with all information needed to prepare their Proposals.
- (h) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the short listed Consultants.
- (i) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country.
- (j) “Proposal” means the Technical Proposal and the Financial Proposal.
- (k) “RFP” means the Request For Proposal to be prepared by the Client for the selection of Consultants, based on the Standard Request for Proposals.
- (l) “SRFP” means the Standard Request for Proposals, which must be used by the Client as a guide for the preparation of the RFP.
- (m) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (n) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.
- (o) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

INTRODUCTION

- 1.1. The Client named in the Data Sheet will select a consulting Consultant/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2. The short-listed Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3. Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4. The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the Consultant in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5. Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

Conflict of Interest

- 1.6. Rwanda Public Procurement policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests, act without any consideration for future work and in accordance with the law on public procurement.
- 1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities

- i) A Consultant that has been engaged by the Client to provide services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those services. Conversely, a Consultant hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing services other than consulting services resulting from or directly

related to the Consultant’s consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting assignments

- ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

Conflicting relationships

- iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client’s staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, shall not be awarded a Contract.

1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.6.3 No current employees of the Client shall work as Consultants in government ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists.

Unfair Advantage

1.6.4 If a short-listed Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all short-listed Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

Fraud and Corruption

1.7 The Rwanda public procurement regulations require that all procuring entities, as well as Consultants participating public procurement adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. In pursuance of this policy, the Rwanda public procurement regulations:

- (a) defines, for the purpose of this paragraph, the terms set forth below as follows:
 - (i) “corrupt practice” means offering, giving, receiving money or any thing of value to make a

public official partial in the tender award or contract execution process;

- (ii) “fraudulent practices” refer to any act of lying, providing misinformation, including collusive practices among bidders aiming at influencing the procuring entity to making wrong decisions or to giving room for poor execution of the contract;
- (iii) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, non competitive levels;
- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

(b) require rejection of a proposal for award if it is determined that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

(c) require sanctions to a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded any contract if at any time it is determined that the Consultant has, directly through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract; and

(d) gives the right to require that, a provision be included requiring Consultants to permit the procuring entity to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and have them audited by auditors appointed by client.

1.8 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices in accordance with the above para. 1.7.

1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).

Single Proposal

1.10 Short-listed Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

Proposal Validity

1.11 The Data Sheet indicates how long Consultants’ Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise. However, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall certify that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension

of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

2. CLARIFICATION AND AMENDMENT OF **RFP** DOCUMENTS

- 2.1. Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.
- 2.2. At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSALS

- 3.1. The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Data Sheet.
- 3.2. In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3. While preparing the Technical Proposal, Consultants must give particular attention to the following:
 - (a) If a short-listed Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-short-listed Consultant(s), or (b) short-listed Consultants if so indicated in the Data Sheet. A short-listed Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-short-listed or short-listed Consultant(s). In case of association with non-short-listed Consultant(s), the short-listed Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
 - (b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.

For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional

staff-months shall not be disclosed.

- (c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

Language

- (d) Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Reference Paragraph 3.1 of the Data Sheet. If Reference Paragraph 3.1 indicates two languages, the language in which the proposal of the successful Consultant will be submitted shall govern for the purpose of interpretation. It is desirable that the Consultant's Personnel have a working knowledge of the Client's national language.

Technical Proposal Format and Content

- 3.4. Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paragraphs from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.
- (a) (i) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client as a corporation or as one of the major Consultants within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting Consultants cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
 - (ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.
 - (b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality / effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
 - (ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and

methodology (refer to following sub-para. 3.4 (c) (ii)).

- (c) (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4Section 3. The work plan should be consistent with the Work Schedule (Form TECH-5 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- (ii) For the STP only: the description of the approach, methodology and work plan should normally consist of not more than 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-4 of Section 3).
- (e) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff.
- (f) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

3.5. The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

Financial Proposals

3.6. The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

Taxes

3.7. The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes.

3.8. Consultants may express the price of their services in Rwandan Francs. The Client may require Consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.

3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked “ORIGINAL”.
- 4.3 The Technical Proposal shall be marked “**ORIGINAL**” or “**COPY**” as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “**TECHNICAL PROPOSAL**” Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” followed by the number and the name of the assignment, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the Loan, and be clearly marked “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED,**
- The Client shall not be responsible for misplacement, losing or premature opening if the outer Envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal Rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as Indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 4.5 The Proposals must be sent to the address indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

5. PROPOSAL EVALUATION

- 5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

Evaluation of Technical Proposals

- 5.2 The evaluation committee 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. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Financial Proposals for Quality Based Selection (QBS)

- 5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.

Public Opening and Evaluation of Financial Proposals

- 5.4 After the technical evaluation is completed, the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date shall not be sooner than two weeks after the notification date. The notification may be done by hand with acknowledgement of receipt or be sent by registered letter, cable, telex, facsimile.
- 5.5 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to certify that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Consultants' attendance at the opening of Financial Proposals is optional.
- 5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.
- 5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

6. NEGOTIATIONS

- 6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, certify availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

Technical negotiations

- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

Financial negotiations

- 6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the Consultant’s tax liability in the Republic of Rwanda, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

Availability of Professional staff/experts

- 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

Conclusion of the negotiations

- 6.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

7. AWARD OF CONTRACT

- 7.1 After completing negotiations the Client shall award the Contract to the best selected Consultant, and promptly notify all Consultants who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.
- 7.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8. CONFIDENTIALITY

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the law on public procurement.

INSTRUCTIONS TO CONSULTANTS, DATA SHEET

Reference Paragraph	
1.1	Client's name: MINISTRY OF PUBLIC SERVICE AND LABOR Mode of selection: Quality/Cost
1.2	The technical and financial proposals are requested at the same time : YES Mission's name: SETTING UP LEGAL FRAMEWORK FOR THE MANAGEMENT CONSULTANCY SERVICES AND RELATED SCIENTIFIC AND TECHNICAL CONSULTANCY SERVICES. For detailed information, read the terms of reference.
1.3	The client's representative is: MULINDWA Samuel, PERMANENT SECRETARY OF THE MINISTRY OF PUBLIC SERVICE AND LABOR
1.4	The client provides the personnel and services as follows: office
1.5	Proposals have to be valid for 120 days after the submission,
2.1	Clarifications can be requested before the submission deadline. The requests for clarifications have to be sent to the following address: MINISTRY OF PUBLIC SERVICE AND LABOR Po Box 403 KIGALI, Tél. : (00250) 583371/ Fax : (00250) 583374/583621 Web site : www.mifotra.gov.rw
3.1	Proposals have to be submitted either in French or English
3.2	The consultant can partner with other consultants: No
3.3	The training is an intrinsic element of this mission: No

3.4	The client has to pay the taxes to which the consultant is subjected in the framework of the contract according to the national tax system: No
3.5	The accepted reimbursable expenses to be included in the financial proposal are: (1) The costs of the necessary travels (2) The costs of local or international communications as well as the necessary telecopy in the framework of this mission; (3) The cost of renting any equipment that has to be supplied by the consultant in relation to his/her mission; (4) The cost of printing and sending the necessary mission reports; (5) Other indemnities, if necessary, as well as advances or final amounts.
3.6	The consultant should indicate the cost in the national currency: Yes Or in convertible foreign currency : US Dollar

4.1	The consultant has to submit the original and threes (3) copies of the technical proposal and financial proposal in two separate envelopes bearing the mention « SETTING UP LEGAL FRAMEWORK FOR THE MANAGEMENT CONSULTANCY SERVICES AND RELATED SCIENTIFIC AND TECHNICAL CONSULTANCY SERVICES »
4.2	The proposal shall be sent to the following address: Permanent Secretary of the Ministry of Public Service and Labor Po Box 403 Kigali The proposal has to be submitted on the following date and hour at the latest: 14/06/2010 at 1:00 p.m. in central secretary of MIFOTRA The opening of bids will take place the same day at 2:00 p.m. in public session in MIFOTRA meeting room, in the 3 rd Floor of its administrative building at Kacyiru.

<p>5.1</p>	<p>The criteria and sub criteria for the technical evaluation and their respective weights are as follows :</p> <p>(i) General experience of the consultant in the field : 10points</p> <ul style="list-style-type: none"> - General Experience of consultant (1point per year) /6 points - Knowledge and Experience in the region (2 points per activity in the region)/4 points <p>(ii) Specific experience of the consultants to the assignment 30 points</p> <ul style="list-style-type: none"> - 5 projects done in especially MANAGEMENT OF CONSULTANCY AND RELATED SCIENTIFIC AND TECHNICAL SERVICES wage statistics and/ or research in the field. (6points per project)/ 30 points <p>(iii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference 30points</p> <p>Workplan /20points Staffing Schedule /10points</p> <p>(iv) Qualification and competence of the key Personnel for the assignment/ 30points</p> <ul style="list-style-type: none"> - Qualifications (Master’s degree) /20 points - Knowledge of language and experience in the region. / 10points <p><i>Remark:</i> the qualification must be in the following field: Law, management, scientific research or other related field with strong ability of coordination</p> <p>Subtotal 100 points</p>
<p>5.2</p>	<p>The formula that is used to ascertain the financial scores is as follows :</p> <p>being $S_f = 100 \times F_m / F$, S_f being the financial score, F_m the least cost proposal and F the amount of the proposal in consideration.</p> <p>The Wight of technical and financial proposals is:</p> <p>$T = \text{_____} [0.7]$ $F = \text{_____} [0.3]$ $S = STXT\% + SFXP\%$</p> <p>Sub total 30 points</p>

	The minimum score required to be selected is :(70)
	Total 100

Section 3. TECHNICAL PROPOSAL FORMS

- TECH-1. Letter of submission of the technical proposal
- TECH-2 Organization and experience of the consultant
A. Organization
B. Experience
- TECH-3 Observations and/or suggestions of the Consultant on the Terms of Reference ,
the personnel and the materials that have to be provided by the client

A. On the Terms of Reference
B. On the personnel and materials
- TECH-4 Description of the proposed methodology and work plan for the accomplishment
of the mission
- TECH-5 Sample of the Curriculum vitae (CV)
- TECH-6 Calendar of activities (work program)

TECH-1 : TECHNICAL PROPOSAL- SUBMISSION FORM

[*Location, Date*]

To: [*Client's name and address*]

Dear Sir/Madam,

We, undersigned, have the pleasure to offer our services, as consultants, for [*title of the mission*] in conformity with your Request for Proposals dated [*Insert date*] and to our proposal. We hereby submit to you our proposal which contains this Technical Proposal and a Financial Proposal in a separate and stamped envelope.

Our proposal is binding under reserve of modifications resulting from negotiations that are carried out in the framework of the contract.

Notre Proposition a pour nous force obligatoire, sous réserve des modifications résultant des négociations dans le cadre du Contrat.

Best regards,

The Consultant's name and signature : _____

TECH-2 FORM: ORGANIZATION AND EXPERIENCE OF THE CONSULTANT

A – Organization of the Consultant

[Briefly describe the historical background and organization of your company and each partner in relation to this mission]

B - Experience of the Consultant

[By using the form below, provide the requested information for each relevant mission that the consultant as well as each partner carried out either individually as one company or as one of the main partners in order or offer services similar to those requested in the framework of this mission]

Name of the mission :	Approximated contract amount
Country : Place :	Duration of the mission (months)
Client's name:	Total number of employees/month who participated to the mission:
Address :	Approximated value of services offered by your company with regard to the contract:
Start date (month/year) : Completion date (month/year)	Number of employees provided by the consultant's partners
Names of potential partner consultants:	Names of professional cadres employed by your company and the posts they occupied
Description of project :	
Description of services actually rendered by your personnel in the framework of this mission:	

The consultant's name: _____

TECH –3 : OBSERVATIONS AND SUGGESTIONS OF THE CONSULTANT ON THE TERMS OF REFERENCE AND ON THE PERSONNEL AND SERVICES TO BE PROVIDED BY THE CLIENT

A – On the Terms of Reference

[To present and justify any modification and/or improvement on the Terms of Reference which you are suggesting in order to improve the results of the mission (for example, eliminate superfluous activities, add more activities or suggest the sequencing of activities). Be concise and pertinent and integrate these suggestions in your proposal]

**TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY AND
WORK PLAN FOR PERFORMING THE ASSIGNMENT**

The technical design, methodology and work plan are key elements of the Technical Proposal. It is suggested that the Technical Proposal be divided into three chapters Proposition technique divide in trees chapters:

- a) Technical design and methodology,;*
- b) Work plan, and*
- c) Organization and Personnel*

a) Technical design and methodology. In this chapter, it is suggested that explain the way in which or envisage the mission's objectives, the design of services, the methodology to be used to carry out the related activities and obtain the expected result and the details thereof.

You will have to point out the problems to be solved and their importance and explain the technical design that you will adopt to achieve this. Moreover, you will have to explain the methodology and you are planning to adopt and its compatibility with the proposed design..

b) The work plan. In this chapter, you will suggest the main activities that constitute the mission, their nature and duration, sequencing and interrelation (including the client's intermediary approval) and the dates of presentation of the reports. The proposed work plan should be compatible with the technical design and methodology, show that the Terms of Reference were understood and that they can be translated into a practical work plan. A list of final documents including reports, graphs and tables that constitute the final product have to be included in this chapter. The Personnel Calendar (Section 3,TECH-7 has to be compatible with the Work Program (Section 3, forms TECH-8)

c) Organization and personnel, In this chapter, you will propose the structure and composition of your team. You will provide the list of the main fields that are represented, the name of the key expert and a list of the proposed technical and support.

TECH-5: SAMPLE CURRICULUM VIATE (CV)

1. **Consultant's name** _____

2. **Date of Birth** _____ **Nationality** _____

3. **Profession** _____

4. **Professional experience**

5. **Membership in professional associations** _____

6. **Main qualifications** _____

7. **Education** [*Indicate the university studies and other specialized studies as well as names of the institutions that were attended and the obtained certificates* _____]

8. **Other trainings** [*Indicate any other training received*] _____

Attestation:

I, undersigned, certify, consciously, that the above information reflects my situation, my qualifications and experience. I accept that any voluntary false declaration can bring about my elimination or my dismissal if i have been hired.

[Consultant's signature] Date: _____
Day/month/year

TECH-6 : WORK PROGRAM BY ACTIVITY

A. Field investigations and study subjects

	<i>[1st, 2nd, etc. represent the months since the beginning of the missio.]</i>												
	1st	2nd	3rd	4 th	5th	6th	7th	8th	9 th	10th	11th	12th	
Activity (Work)													

B. Drafting and submission of reports

Reports	Date
1. Preliminary report	
2. Provisional progress report (a) First report (b) Second report	

3. Provisional report	
4. Final report	

Section 4. Financial proposal – Standard forms

- 4A. Letter of submission of the financial proposal
- 4B. Summary of costs.
- 4C. Ventilation of costs by activity
- 4D. Miscellaneous expenses.

FINANCIAL PROPOSAL SUBMISSION LETTER

[Place, date]

To : [Client's name and address]

Dear Sir/Madam,

We, undersigned, have the pleasure to offer you our services, on a consultancy basis, for [title of the mission] in accordance with your Request for Proposals dated [date] and our Technical Proposal. Attached hereto is our Financial Proposal that amounts to [amount in lettres and figures]¹. This amount is exclusive of local taxes which will possibly ¹ be added on the above amount.

Our Financial Proposal binds us, under reservations of modifications resulting from the Contract negotiations until expiry of the duration of validity of the proposal, i.e until the date stipulated in the Proposal (Date)

Best regards,

Consultant's name:

(a) _____

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

¹ [Note' : to be eliminated if the consultant is exempted from paying taxes]

4B. COSTS SUMMARY

Costs	Currency	Amount
Sub total		
Local taxes		
Total amount of the financial proposal		

4C. VENTILATION OF COSTS BY ACTIVITY

Activity No.: _____	Activity No.: _____	Description: _____
Cost elements	Currency	Amount
Remuneration		
Reimbursable fees		
Miscellaneous expenses		
Sub total		

4D. MISCELLANEOUS EXPENSES

Activity :				
No. Description	Unit	Quantity	Unit cost	Total amount
1. Communication costs (telephone, telegram, téex)				
2. Preparation, Photocopy of reports				
3. Equipement: vehicles, computers, etc.				
4. Software				
Grand Total				

Section 5. Terms of Reference

TERMS OF REFERENCE FOR THE CONSULTANCY WORK OF STUDY ON ESTABLISHMENT AND DETERMINING OF THE MINIMUM GUARANTEE WAGE (MGW/SMG) PER SECTOR AND ITS DRAFT MINISTERIAL ORDER.

1. BACK GROUND

The Minimum wage is one of the labour market instrument used to enhance the working conditions. The Minimum wage has considerable impact on major social and economic variables such as employment and income. Decent wage is one of important factors to achieve the objective of decent work. It is important to note that the Millennium Development Goal and Poverty Reduction Strategy of Rwanda would not succeed without having any minimum wage standard for the workers.

The National Employment Policy recognizes the importance of existence of Minimum Wage and the role of well organised collective bargaining in the process to set up this instrument.

Rwanda has ratified the International Labour Convention on Minimum Wage (26). Also, the Law n° 13/2009 of 27/05/2009 regulating Labour in Rwanda in its article 76, stipulates that “the Minimum Guaranteed Wage (MGW) per categories of work shall be determined by an Order of the Minister in charge of Labour after collective consultations with the concerned organs”.

The presidential order n° 31/01 of 25/08/2003 on compensation for personal injury due to accidents caused by motor vehicles in its articles 17 and 19 refers to the Minimum Guaranteed salary and therefore, the MGW should play a great role in the compensations and transactions within the Insurance sector as well as in other Social Security issues.

The study on establishment and determination of the Minimum Wage per Sector will create an opportunity to obtain a clear picture on this issue and help to develop a clear Government policy and orient dialogue between partners on this issue.

Therefore it is in this regard that, the Ministry of Public Service and Labour is looking for Consultant to conduct a study on establishment and determination of Minimum Guarantee Wage per Sector (MGW/SMG) to guide the collective consultations before the Ministerial Order is taken.

Applications are therefore invited from suitably qualified candidates to carry out the aforementioned task.

2. GENERAL OBJECTIVES

Basing on different types and combinations of Minimum Wage fixing procedures, the Consultant shall conduct a national study on establishment and determination of the Minimum Wage as special focus and then after propose a Draft Ministerial Order setting up the Minimum Guaranteed Wage (MGW/SMG) in different Sectors of Economy.

3. SPECIFIC OBJECTIVES;

- To conduct a detailed study on setting up of the Minimum Wage in different sectors of economy for all workers considering current Rwanda situation for ensuring better social protection to workers under the frame work of human rights.
- To conduct an analysis on the present related policy and laws and examine how far it granted the Minimum Wage.
- To conduct an analysis on the current practices relating to compensations and transactions in insurance sector and other Social Security related Institutions.
- Undertake comparative analysis in EAC region and other parts of the World for the best practices
- Analyse the labour productivity of the Country in different sectors of the National economy.
- Make an Analysis of the real wage situation inline with the Economic Development and Poverty Reduction Strategy of Rwanda and the Millennium Development Goal.
- Propose the initial rate per Sector with clear demarcation.
- Considering the reference nature of MGW in case of economic compensation for personnel injury due to accidents, propose the strategy to resolve the problem of persons with no specified sector.
- Taking into consideration, the inflation aspect, propose the sustainability strategies.

4. Methodology

- Literature Review
- Field Surveys/Social Partners consultation
- Interviews on work place (Institutional structure)
- Case study; and
- Focus Group Discussion.

5. SCOPE OF THE WORK

- The Firm will conduct an extensive review of existing policy and laws on the current Wages statistics/ standard of living/ secondary sources and dialogues with policy bodies, and propose the Sectors and their initial rate of Minimum Wage for workers;
- The Firm should develop the research methodology and instruments, with feedback from concerned Ministries, Institutions and Organizations of employers and employees, Insurances Companies, Social Security Institutions and Legal Practitioners.
- A short survey to be conducted among the different groups of workers, employers, Trade Union Leaders.
- The Consultant Firm shall define ranges of recommendations on the role of Government, Trade Unions, Workers and Private Sector for effective involvement and participation, planning, designing and implementation of the Minimum Guarantee Wage regulation.

6. OUTPUT

- Inception-report and related interview plan.
- Draft final report and presentation in Social Partners meetings
- Draft Ministerial Order and Presentation to stakeholders meetings.
- Workshop report/presentation paper.
- Final report and Recommendations.

7. TIME FRAME

Total study period will be for three months (90 days) commencing from the date of signing of the contract. Language of the report: English.

8. REPORT SUBMISSION

Under the supervision of the General Directorate of Labour and Employment in MIFOTRA, the Consultant Firm shall prepare reports for presentation in meetings of Social Partners to be organised and conducted by MIFOTRA as follows:

Inception report: This should be submitted within **15 days** after signing of contract agreement. The report will also include the work plan along with detail tasks, and details of surveys, including questionnaire and necessary steps for data collection, and actions taken and progress on these activities.

Draft Report: should be presented in **50 Days** after the approval of the inception report.

Draft Ministerial Order: Should be presented in **15 days** after approval of the Draft report.

Final report and final Draft Ministerial Order: should be submitted in 10 days.

9. PROFILE OF THE CONSULTANT FIRM

The Consultant Firm to carry out this assignment shall have the following profile:

Proven work experience in managing the wage statistics and research portfolio at a national level in a Country; and be familiar with labour issues.

- A minimum of Five years of experience in the labour issues, especially wage statistics and/or research in the field;
- She/he should have a post graduate Degree in the following disciplines: Statistic Studies, Economics, or other related discipline;
- Professional ethics with ability to work in a consultative way;
- Demonstrated planning and organizational skills and ability to plan and coordinate own work and managing conflicting priorities;
- Fluency in English is essential; the knowledge of French will be an added advantage.

As the technical offer will be evaluated according to the consultant's relevant general and specific experience for the assignment; the quality of the methodology presented; qualifications of key personnel proposed for the assignment; the extent of participation by nationals among key staff (in case of regional tendering).

Done at Kigali

Ministry of Public Service and Labour.

Section 6. Sample contract

CONTRACT FOR CONSULTANCY SERVICES

BETWEEN

[Client's name]

AND

[Consultant's name_____]

Date: _____

This contract (referred to as “Contract “below) is concluded on *[day]* of *[month]* *[year]*, between, on one part, *[Client’s name]* (hereby referred to as “Client”) and, on the other part, *[Consultant’s name]* (hereby referred to as “Consultant”).

GIVEN THAT

- (a) the client wants the Consultant to supply him with some consultancy services as stipulated in this contract (hereby referred to as « Services »);
- (b) the consultant, having demonstrated to the client that he/she possesses the required professional competencies, agreed to provide the services in conformity with the terms of reference and conditions stipulated in this contract;

FOR THESE REASONS, THE PARTIES TO THIS CONTRACT agree on the following:

1. Services

- (i) The consultant provides the services stipulated in Appendix A “ Terms of Reference and Scope of Services” which constitute an integral part to this contract.
- (ii) The consultant submits reports to the client in the format and time specified in Appendix C “Obligations of the Consultant in relation to Reporting”.

2. Calendar

The consultant will offer his/her services during the period starting from *[insert the date of commencement o activities]* and ending *[insert the date of completion of activities]*, or during any other period upon which all the parties can agree in the future in writing.

3. Payment

- A. Payment calendar
Calendar of payments

The calendar of payments is as follows:¹

[insert the amount and the currency] when the client receives a copy of this contract duly

- (a) _____

¹ To be modified according to the Consultant’s obligations stipulated in attachment C.

signed by the consultant ;

[insert the amount and the currency] when the client receives the draft report that he/she deems acceptable; and

[insert the amount and the currency] when the client receives the final report that he/she deems acceptable.

[insert the amount and the currency] Total

B. Payment modalities

Payments will be effected in *[indicate the currency]* within 30 days from the date of submission of the invoice by the consultant in two copies

Rapports

The reports indicated in Attachment B “Consultant’s obligations in relation to report preparation” are submitted during the execution of the mission and serve as a basis for payments to be made in conformity with paragraph 3.

1. Performance standards

The consultant undertakes to provide his/her services in conformity with professional, ethical, competence and integrity standards.

2. Confidentiality

During the execution of this contract and in two years following its expiry, the consultant will not disclose any exclusive or confidential information relating to the services, this contract, the affairs or client’s activities without the latter’s prior written authorization.

3. Ownership of documents and products

All reports, studies or other products in form of graphics, software’s or others that the consultant prepares for the client in the framework of this contract become and remain the property of the client. The consultant can keep a copy of these documents and software.

3. Insurance

The consultant takes all appropriate measures to get insured.

5 Transfer of mission

The consultant cannot surrender or sub contract this contract or any of its elements without the client's prior written authorization.

11. Applicable Law and Language of the Contract

This contract is subjected to the Laws of *[insert the country's name]* and the language of the contract is *[insert the language]*

4. Settlement of disputes

Any dispute related to this contract and which the parties fail to settle amicably will be submitted for arbitration/conciliation in accordance with the Law of the Client's country.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title : _____

Title : _____