



## REQUEST FOR PROPOSALS (RFP) CONSULTING SERVICES

<b>RFP NUMBER:</b>	DoFT CS1901
<b>DESCRIPTION:</b>	<del>PROVISION OF TO OFFER CONTRACTUAL SERVICES TO RECRUIT AS</del> ACCOUNTING ADVISOR TO THE DEPARTMENT OF FINANCE & TREASURY, MINISTRY OF FINANCE AND ECONOMIC MANAGEMENT, GOVERNMENT OF THE REPUBLIC OF VANUATU
<b>PURCHASER:</b>	DEPARTMENT OF FINANCE & TREASURY, MINISTRY OF FINANCE AND ECONOMIC MANAGEMENT GOVERNMENT OF THE REPUBLIC OF VANUATU
<b>PROPOSAL SUBMISSION ADDRESS:</b>	CONFIDENTIAL: DoFT CS1901 <del>LOCKED TENDER BOX</del> THE SECRETARY OFFICE OF THE CENTRAL TENDER BOARD PMB 9058 MINISTRY OF FINANCE AND ECONOMIC MANAGEMENT TOP FLOOR S.I.P BUILDING RUE PASTEUR PORT VILA, VANUATU
<b>SUBMISSION DATE &amp; TIME:</b>	11:00 HOURS (GMT +11), THURSDAY 19 <sup>TH</sup> DECEMBER 2019
<b>OPENING DATE &amp; TIME:</b>	14.00 HOURS (GMT +11), THURSDAY 19 <sup>TH</sup> DECEMBER 2019



## REQUEST FOR PROPOSALS

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## LETTER OF INVITATION

To: (Purchaser to insert name & address of shortlisted candidate)	RFP Consulting Services No.	DoFT CS1901
	Date Issued	10 <sup>th</sup> Dec. 2019
	Validity of Proposal	120 days
Submission Date and Time (VANUATU Local Time)		19 <sup>th</sup> Dec.2019 at 11:00 Hrs (GMT +11)
Services Required:  ✚ To serve as a Technical Advisor to the Department of Finance & Treasury, Ministry of Finance and Economic Management, Government of the Republic of Vanuatu.  ✚ All that is required for this TA to perform are stipulated within the TOR.		
PURCHASER Project Code )	<b>08M23531</b>	

You are invited to submit and attend an interview in response to this Request for Proposals (RFP). The Services are being procured by the Department of Finance & Treasury, Ministry of Finance and Economic Management (MFEM) (the "Purchaser"). All relevant sections of this RFP must be completed and signed by you.

This RFP has been addressed to the following shortlisted Consultants:

It is not permissible to transfer this invitation to any other individual.

The RFP includes the following documents:

1. This Letter of Invitation
2. General Conditions of Tendering
3. Special Conditions of Tendering
4. Terms of Reference
5. Proposal Response Schedules
6. General Conditions of Contract
7. Special Conditions of Contract
8. Forms

Payments made against any Contract arising from this RFP will be made in Vatu.

The Purchaser reserves the right to accept or reject any Proposal, and to cancel the selection process, at any time prior to the award of Contract, without thereby incurring any liability to the affected applicant(s).



Please submit your Proposal by mail, courier or hand to the address stated on the cover page of the RFP in a sealed envelope and marked as requested in this RFP. Your submission must be received before the Closing Date and Time for submission of Proposals stated on the cover page of this document. Submissions received after this deadline shall not be considered and shall be rejected.

Upon receipt, please advise us in writing at the following address: **The Director General, Ministry of Finance and Economic Management, Private Mail Bag 9058, Port Vila, VANUATU.** Email: [laugust@vanuatu.gov.vu](mailto:laugust@vanuatu.gov.vu)

- (a) That you received the Letter of Invitation; and
- (b) Whether you will submit a Proposal.

**Signed:** .....

**Name:** Letlet August

**Title/Position:** Director General

**Address:** Ministry of Finance and Economic Management  
PMB 9058  
Port Vila  
VANUATU  
**Email:** [laugust@vanuatu.gov.vu](mailto:laugust@vanuatu.gov.vu)

(For and on behalf of the Purchaser)



## SECTION 1 GENERAL CONDITIONS OF TENDERING (GCT)

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## 1.1. PREPARATION OF PROPOSAL

- 1.1.1 The shortlisted Consultants are invited to attend an interview. The currency of the Contract shall be **Vanuatu Vatu (VUV)**. The interview will be the basis for the award of contract to the selected Consultant. The Consultant shall satisfy himself/ herself as to the correctness and sufficiency of the RFP documentation. By submitting a Proposal the Consultant understands that all provisions and conditions in this RFP (as potentially amended pursuant to Art. 1.1.12 below) shall fully and automatically apply to the Consultant's Proposal.
- 1.1.2 If a pre-proposal meeting is to take place, the time and date of the pre-proposal meeting will be stated in the Special Conditions of Tendering (**SCT**).
- 1.1.3 The estimated inputs for the Services or the budget are given in the **SCT**. The **SCT** will also state if the Purchaser envisages the need for continuity for downstream work and if or not training is an essential part of the assignment. The type of Contract (Lump Sum or Time Based) is as stated in both the Letter of Invitation (LOI) and the **SCT**.
- 1.1.4 The Purchaser will state in the **SCT** if the Consultant is subject to payment of any local taxes.
- 1.1.5 The Consultant shall prepare its Proposal using the Proposal Response Schedules (**PRS**) in Section 4, as detailed in the **SCT**. The completed and signed **PRS**, together with the required supporting documentation, will form the Proposal and shall be the basis on which the Proposal will be evaluated.
- 1.1.6 Consultants may only submit one proposal. A Consultant who submits more than one Proposal will cause all the Proposals with that Consultant's participation to be disqualified.
- 1.1.7 The Proposal shall remain valid for the number of days stated in the **SCT**. In exceptional circumstances, the Purchaser may request that Consultants extend the Proposal validity period. The request and the Consultant's response shall be made in writing. The Consultant may refuse the request, but its Proposal will no longer be considered. The Consultant agreeing to the request will not be required or permitted to otherwise modify its Proposal for the period of the extension.
- 1.1.8 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the **SCT** before the proposal submission date. Any request for clarification must be sent in writing, to the Purchaser's address indicated on the cover of this RFP. The term "in writing" used throughout these General Conditions of Tendering (GCT) means communicated in written form (e.g. by letter or e-mail). The Purchaser will also respond in writing and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants.
- 1.1.9 At any time before the submission of Proposals, the Purchaser may amend the RFP by issuing an addendum in writing. The addendum shall be sent to all Consultants and shall 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 Purchaser may, if the amendment is substantial, extend the deadline for the submission of Proposals.

- 1.1.10 The Consultant shall prepare the proposal in the English language and submit one original and the number of copies specified in the **SCT** to the submission address provided on the cover page of the RFP. The proposal shall be clearly marked "Original" or "Copy" as appropriate.

## **1.2. CORRUPT OR FRAUDULENT PRACTICES**

- 1.2.1 The Purchaser requires that Consultants observe the highest standard of ethics during the selection and execution of contracts.
- 1.2.2 Should any corrupt, fraudulent, collusive, coercive or obstructive practices of any kind come to the knowledge of the Purchaser, it shall, in the first place, allow the Consultant to provide an explanation and shall take actions when a satisfactory explanation is not received.
- 1.2.3 In pursuance of this requirement, the Purchaser will reject a Proposal if it determines that the Consultant recommended for award has, directly or through an agent or other third party, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question.

## **1.3. ORIGIN OF GOODS AND CONSULTANCY SERVICES**

- 1.3.1 Consulting Services shall not have the nationality of any country, and Goods and Services may not be supplied from those countries, prohibited by the legislation of Vanuatu or by any international Agreement of which Vanuatu is a signatory, or by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. The countries covered by this prohibition, and any conditions applicable, at the time of issuing this RFP are as listed in the **SCT**.

## **1.4. QUALIFICATIONS OF THE CONSULTANT**

- 1.4.1 To qualify for an award of Contract, the Consultant shall demonstrate that he/she possess the necessary professional and technical qualifications or competence, financial resources, equipment and other physical facilities, managerial capability, experience in the required field of operation and personnel to perform the Contract, as indicated in the **SCT**.
- 1.4.2 The Purchaser shall disqualify the Consultant if it finds that the information submitted in a Proposal concerning its qualifications is false, misleading or incomplete.

## **1.5. PROPOSAL SUBMISSION AND OPENING**

- 1.5.1 The original and all copies of the Proposal shall be placed in a sealed envelope clearly marked "PROPOSAL." This envelope shall bear the submission address, reference number, RFP number, and name of Consultant and be clearly marked "**DO NOT OPEN BEFORE FRIDAY 13<sup>TH</sup> MARCH AT 11:00 HOURS**". Failure to comply fully with this Clause will constitute grounds for declaring the Proposal non-responsive and rejecting it.



- 1.5.2 The Proposal may only be delivered by hand, mail or by courier service to the address and by the time and date stated on the cover page of the RFP.
- 1.5.3 A Proposal received after the deadline for submission will remain unopened and may be collected by the Consultant if it so wishes. If not collected within 3 months after the proposal closing date it may be disposed off.
- 1.5.4 The Purchaser shall open the Proposals immediately after the deadline for their submission.
- 1.5.5 A Consultant may withdraw its Proposal by submitting a notice of withdrawal before the deadline for submission of Proposals. The notice must be submitted identifying the RFP Number and clearly marked "Withdrawal of Proposal". The withdrawal will be recorded at the Proposal Opening, but the withdrawn Proposal will not be opened or further considered.
- 1.5.6 The Consultant may amend its Proposal by submitting a notice of amendment before the deadline for submission of Proposals. The notice, and amended Proposal, must be submitted identifying the RFP Number and clearly marked "Amendment of Proposal" The amended Proposal will be opened and recorded at the Proposal Opening and considered in the subsequent evaluation of Proposals.
- 1.5.7 The Purchaser will not be responsible for, or pay for, any expense or loss, which may be incurred by a Consultant in the preparation of its Proposal.
- 1.6. EXAMINATION AND EVALUATION OF PROPOSALS**
- 1.6.1 Proposals properly received shall be evaluated in line with the evaluation criteria and selection method stated in the **SCT** by way of an interview, during which the Consultant would be asked to perform certain writing and computer tasks.
- 1.6.2 The Consultant who has achieved the highest score shall be recommended for award of Contract.
- 1.7. ACCEPTANCE OR REJECTION OF ANY OR ALL PROPOSALS**
- 1.8.1 The Purchaser reserves the right to accept or reject any Proposal, and to cancel the selection process, at any time prior to the award of Contract, without thereby incurring any liability to the affected applicant(s).
- 1.8. APPROVAL AND NOTIFICATION OF CONTRACT AWARD**
- 1.9.1 The Contract will be awarded to the consultant selected in accordance with the method of selection defined in the **SCT**.
- 1.9.2 Following the approval of the award, the award decision shall be notified to all participating Consultants and no contract may be entered before 10 days have elapsed from the date of such notification.
- 1.9. DEBRIEFING OF UNSUCCESSFUL TENDERERS**
- 1.10.1 Within 10 days of receipt of a written request by any unsuccessful Consultant, but not before a contract is signed with the successful Consultant, the Purchaser shall communicate the reasons why its application was not successful.





**1.10. SIGNING OF CONTRACT**

- 1.11.1 10 days after the notification of the award decision to all participating Consultants, the Purchaser shall send to the successful Consultant two (2) sets of the unsigned Contract.
- 1.11.2 The successful Consultant may be required to provide documentation, or additional documentation, evidencing its qualifications prior to Contract signature.
- 1.11.3 Within 7 days of receipt of the two (2) sets of the Contract Agreement, the successful Consultant shall sign, date and return both to the Purchaser.
- 1.11.4 The delegated representative of the Government of Vanuatu on behalf of the Purchaser will sign both Contracts and return one to the successful Consultant.

**1.11. DISPUTES AND SETTLEMENTS**

- 1.12.1 The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to negotiate all disputes arising out of, or in connection, with this Contract or its interpretation.
- 1.12.2 Failing successful negotiation any disputes will be settled by the courts in Vanuatu.



**SECTION 2:  
SPECIAL CONDITIONS OF TENDERING**

**2. SPECIFIC CONDITIONS OF PROPOSAL**

These Special Conditions of Tendering apply to this Request for Proposals (RFP) and supplement Section 1 – General Conditions of Tendering.

Clause Ref.	Heading	Description
1.1.2	Pre-proposal meeting	N/A
1.1.3	Person-days (unit rate), person-weeks or person-months or budget	This contract attracts a monthly salary payment.
	Continuity of Services	N/A
	Type of Contract	Lump-sum Contract
1.1.4	Taxes	Where applicable
1.1.5	Proposal Response Schedules	Consultant must submit a list of relevant experience, Cover Letter (Write-Up Against Selection Criteria) and CV with this Proposal.
1.1.9	Alternative Proposals	N/A
1.1.10	Validity of Proposals	120 days after the opening of bids
1.1.11	Clarifications	Clarifications can be requested up to 1 day before the date of submission.
1.1.13	Number of Copies	ONE



1.3.1	Prohibited Countries	<b>NONE</b>
1.4.1	Qualifications of the Consultant	<p>Consultant must:</p> <ul style="list-style-type: none"> <li>• The Advisor shall have substantial, demonstrated expertise in preparing Government consolidated Financial Statements</li> <li>• An extensive experience with the knowledge and understanding of the International Public Sector Accounting Standards (IPSAS) and international Financial Reporting Standards (IFRS) especially its relation to public sector accrual accounting</li> <li>• An advance degree or masters in Accounting and related field such a Public Financial Management and or auditing background and a member of CPA is an advantage Similar role in the last five years in at least a similar assignment or environment</li> <li>• Computer skills particularly in Financial Management Information Systems or related accounting softwares including advance Microsoft Excel, Access Database Wqueries, and Microsoft word</li> </ul>
1.6.1, 1.6.4 1.6.5 & 1.9.1	<p>Method of Selection</p> <p>Evaluation Criteria</p> <p>Minimum Technical Score</p>	<p>Open Tender in the local and International market.</p> <p>The candidate with the highest score in the personal interview will be recommended to the Central Tender Board for recruitment under the contract.</p> <ul style="list-style-type: none"> <li>• Relevant professional experience</li> <li>• Educational qualifications</li> <li>• Communication skills in English (verbal and written)</li> </ul> <p>0 - 10 Scale where:</p> <ul style="list-style-type: none"> <li>• 0 – 55 would be considered as Very Weak to Average, while</li> <li>• 51 – 100 would be considered as Average to Very Strong</li> </ul>
1.6.7	Single Currency for Price Evaluation	The value of the remuneration is specified in Vatu. Alternative currencies are not permitted for this RFP response
1.7.1	Date for Negotiations	N/A





## SECTION 3:

### TERMS OF REFERENCE

## Accounting Advisor

### 1. BACKGROUND

- 1.1 The Ministry of Finance & Economic management (MFEM) is required by the Public Finance & Economic Management Act to establish a Generally Accepted Accounting Principles (GAAP) - based accounting system and procedures and to prepare Government Annual financial statements. This is necessary, to provide for accountability of the Government's resources and compliance to its laws and regulations. This and other reports required under the Act are used as benchmarks for assessing each Ministry's performance and the basis on how future Government resources can be allocated through the Ministerial Budget Committee (MBC)
- 1.2 The Government uses the prepared financial reports as a communication tool to assist users with their decision making while being accountable to the general public for the public funds. Therefore, to assist users in their decision-making and maintaining high transparency and accountability, it is critical that financial statements are prepared in accordance with International Accounting Standards and recognized financial reporting frameworks.
- 1.3 Preparation of Government Financial Statements remains a challenge by the Department of Finance & Treasury due to capacity reasons. Though there was technical assistance provided in the past, it continues to remain a challenge.
- 1.4 For that reason, MFEM through the Department of Finance & Treasury is seeking to obtain the services of an Accounting Advisor to develop Manuals to guide the preparations of the Financial Reports and provide support by mentoring, training and coaching local Accountants within the Department on the Financial Statements preparation processes and procedures.
- 1.5 This assistance will be supported through the grant to MFEM by the Australian Government through the Governance for Growth (GFG) Program.

### 2. Services

- 2.1 The contractor shall perform the services commencing on or about 1<sup>st</sup> December, 2019 for a period of twelve months.
- 2.2 It is advisable that 100% of the billable time shall be related to work performed in Vanuatu.

### 3. Objective and Output

- 3.1 The objective of this advisory service is to assist the Ministry of Finance & Economic Management to prepare and produce annual Government consolidated Financial Statements in a timely manner.
- 3.2 Consolidated financial statements are expected to be produced annually no later than 3 months after the end of that financial year under the PFEM Act Part 3,



- Sec.17 (1). The financial statements include revenue, expenditure, financial assets and liabilities including, necessary notes to the account.
- 3.3 Consolidated Government statements are expected to be submitted for external audit as soon as practicable by the Director General's office
  - 3.4 Financial Statements are produced within the legal framework of the PFEM Act and the rules and policies set out by the Financial Regulations. The statements are also prepared in accordance with International Public Sector Accounting Standards (IPSAS)
  - 3.5 To improve the government's quality and timeliness of consolidated whole-of-government financial reporting, the Advisor is required to develop a Manual for the preparation and compilation of these Financial Statements and to build the capacity of staff via training, mentoring and coaching.

#### **4.**

##### **Accountability and Counterparts**

- 4.1 The Advisor will report to the Director of the Department of Finance & Treasury and to the Director General of the Ministry of Finance & Economic Management.
- 4.2 The Advisor is required to work collaboratively with internal counterparts within the Department of Finance & Treasury such as the Financial Accounting Manager, FMIS Manager and senior systems accountant including all Financial Accountants and Systems Accountants. The Advisor will also work closely with the Deputy Director – Finance & Administration Division and the Director-General of the MFEM and where necessary work together with the Auditor General's Office and interact with Government line ministries/agencies. But overall, during the period of the contract, the Advisor will work with the Accounts and FMIS team of the Department of Finance & Treasury.

#### **5. Terms of Reference**

The Advisor will be required to:

- 5.1 Review current existing accounting policies in compliance with International Accounting Standards and International Financial Reporting Standards.
- 5.2 Train, mentor and coach the local accounting staff within the Financial Accounting Unit on how to prepare a set of whole of Government Consolidated Financial Statement.
- 5.3 Develop a Manual and Guidelines on the preparation processes and procedures for the consolidation of the whole of Government Financial Statements and reports for future reference and guidance to assist the department with this important task. The manual will be detailed step-by-step procedures for the preparation of the consolidated financial statements, including user-friendly guidelines and checklists in compliance with approved accounting policies.
- 5.4 Assist in reviewing management issues raised from previous years audits of the Government financial statements and assist the staff in addressing these issues in a strategic manner.
- 5.5 Assist the local accounting staff in responding to audit queries.
- 5.6 Assist with the review and update of the current Government Chart of Accounts (CoA).



- 5.7 Undertake other assignments requested by the Director of Finance & Treasury or the Director General of the Ministry of Finance & Economic Management.

## **6 Work Plan and Reporting**

- 6.1 The Advisor will be asked to produce a progressive monthly report and submit to the Director of Finance & Treasury. This same report is to be attached with the monthly invoice bills for the respective month of billing as justification for the work done.
- 6.2 At the beginning of the assignment, the Advisor will prepare a work plan based on the responsibilities/deliverables and submit to the Director General of the Ministry of Finance & Economic Management within one month from the commencement of the contract.
- 6.3 It is a reporting requirement that the Advisor will be required to produce a six-monthly work progressive report and submit to the donor through the MFEM Grant Coordinator's office. This report will be made against the work plan in Ss6.2 above and is expected to be a little more detail than the monthly progressive report in Ss6.1. This report will include progress towards performance outcomes.

## **7 Commencement and Completion of Services**

- 7.1 The Advisor shall perform the services commencing on or about 1 December 2019 and shall complete the services not later than 1<sup>st</sup> of December 2020.

## **8 Qualification, Skills and Experience**

- 8.1 The Advisor shall have substantial, demonstrated expertise in preparing Government consolidated Financial Statements;
- 8.2 An extensive experience with the knowledge and understanding of the International Public Sector Accounting Standards (IPSAS) and International Financial Reporting Standards (IFRS) especially its relation to public sector accrual accounting.
- 8.3 An advance degree or masters in Accounting and related field such as Public Financial Management and or Auditing background and a member of CPA is an advantage.
- 8.4 Similar role in the last five years in at least a similar assignment or environment.
- 8.5 Computing skills particularly in Financial Management Information Systems or related Accounting soft wares including advance Microsoft Excel, Access Database Queries and Microsoft word.



## SECTION 4 PROPOSAL RESPONSE SCHEDULES

[Consultant to enter its name]

<b>RFP NUMBER:</b>	[Consultant to enter tender number, as per the Letter of Invitation]
<b>DESCRIPTION:</b>	[Consultant to enter brief description of requirement, as per the Letter of Invitation]
<b>PURCHASER:</b>	[Consultant to enter]
<b>SUBMISSION ADDRESS:</b>	[Consultant to enter]
<b>SUBMISSION TIME &amp; DATE:</b>	[Consultant to enter date and time, as per Letter of Invitation]





**PROPOSAL RESPONSE SCHEDULE 1:  
TECHNICAL SUBMISSION FORM**

To { *Consultant to enter Purchaser's name* }

I agree to be bound by the **General Conditions of Tendering, General Conditions of Contract, Special Conditions of Tendering** and **Special Conditions of Contract** and hereby submit my Proposal, to perform the services for EIF Manager, in conformity with the Request for Proposals and in accordance with the Proposal Response Schedules included in my Proposal, as per the provisions of the RFP.

My proposal shall be valid for the period of time specified in the RFP, and it shall remain binding upon me and may be accepted at any time before the expiration of that period.

I understand that all provisions and conditions of the RFP (as amended via Addendum, if applicable) are fully applicable to my Proposal.

I further understand that you are not bound to accept any or all Proposals that you may receive.

Signed:

Name:

Title/Position:

Address:



**PROPOSAL RESPONSE SCHEDULE 2:  
CONSULTANT'S EXPERIENCE**

[Using the format below, Consultant to provide information on each assignment for which he/she was legally contracted either individually or as one of the team members, for carrying out consultancy services similar to the ones requested under this assignment. Use maximum 5 pages.]

Assignment name:	Approximate value of the contract or salary:
Location & Country:	Duration of assignment (months):
Name of Client:	
Address of Client:	
Start date (month/year):	
Completion date (month/year):	
Name of associated Consultants, if any:	
Narrative description of Project:	
Description of actual services that you provided within the assignment:	

I certify that all information and data in this form is accurate and correct. I further understand that supporting documentation proving data / information provided by me in this form may be required by the Purchaser at any stage before signature of contract, and my failure to provide such documentation, acceptable to the Purchaser, may result in the rejection of my proposal, and in disqualification from any further procurement exercises carried out by the Purchaser.

Signed: \_\_\_\_\_

Name:

Title/Position:

Address:





**PROPOSAL RESPONSE SCHEDULE 3:  
CURRICULUM VITAE (CV) FOR THE CONSULTANT**

1	Proposed Position				
2	Name of Consultant				
3	Date of Birth	<b>[Enter day/month/year]</b>	Nationality	<b>[Enter nationality]</b>	
4	Education				
5	Membership of Professional Associations				
6	Other Training				
7	Countries of Work Experience	<b>[List countries where Consultant has worked in the last ten years]</b>			
8	Languages (5 Fluent down to 1 Poor)	Language	Speaking	Reading	Writing
9	Employment Record	<b>[Starting with present position, list in reverse order every employment held by Consultant for past ten years, giving for each employment (see format here below): dates of employment, name of employing organisation, positions held.]</b>			
		From:		To:	
		Employer:			
		Position Held:			
		From:		To:	
		Employer:			
Position Held:					
From:		To:			
Employer:					
Position Held:					
10	Detailed Tasks Assigned <b>[List all tasks to be performed under this assignment]</b>	Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned <b>[Among the assignments in which the consultant has been involved, indicate the following information for those assignments that best illustrate capability to handle the tasks listed under this point 10.]</b>			
		Employer:			
		Name of assignment:			
		Location:		Year:	
		Positions held:			
		Main project features:			
	Assignment No 1	Employer:			
		Name of assignment:			
		Location:		Year:	
		Positions held:			
		Main project features:			



		Activities performed:
	Assignment No 2	Employer:
		Name of assignment:
		Location:   Year:
		Positions held:
		Main project features:
		Activities performed:
	Assignment No 3	Employer:
		Name of assignment:
		Location:   Years:
		Positions held:
		Main project features:
		Activities performed:
11	Referees	<b>[Insert the names and contact details of the referees for previous employment positions, up to the last 4 positions]</b>

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience, and me. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged. I further understand that the Purchaser may require additional documents supporting the data and information provided in this CV and that my failure to provide such documentation satisfactory to the Purchaser may lead my disqualification or dismissal, if engaged.

Signature of Consultant	Date:
-------------------------	-------



**PROPOSAL RESPONSE SCHEDULE 4:  
COVER LETTER/ WRITE-UP AGAINST SELECTION CRITERIA**

Please submit a Letter, in English and not exceeding 2 pages, explaining how your educational qualifications and professional experience help you satisfy the selection criteria for this role, as mentioned in the Terms of Reference.





**PROPOSAL RESPONSE SCHEDULE 5:  
Work Schedule**

N°	Activity <sup>1</sup>	Weeks <sup>2</sup>						
		1	2	3	4	5	6	n
1								
2								
3								
4								
5								
6								
n								

1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Agency approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in the form of a bar chart.







**PROPOSAL RESPONSE SCHEDULE 6:  
Financial Submission Form**

**To:**

I agree to be bound by the **General Conditions of Tendering, General Conditions of Contract, Special Conditions of Tendering** and **Special Conditions of Contract** and i hereby submit my attached Financial Proposal for the sum of:

	Currency	&	
	Amount		

**[Total Proposal Price in words]**

This amount is

- Exclusive of VAT and duties  
 Inclusive of VAT and duties

I confirm that my Proposal shall remain valid, from the closing date, for the period stated in the RFP.

My Financial Proposal is binding upon me and shall be subject to any modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

Commissions and gratuities paid or to be paid by me to agents relating to this Proposal and Contract execution, if i am awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity

I understand you are not bound to accept any or all Proposals you receive.

Signed: \_\_\_\_\_

Name:

Title/Position:

Authorised for and on behalf of:

Contractor:

Address:





### 3. Total Financial Proposal

Item	Total Price [Insert currency]
Person-day fee rates	
Reimbursable Costs Payable	
<b>Total</b>	

**Note:** All prices in the Financial Proposal are:

- Exclusive of VAT and duties
- Inclusive of VAT and duties

Signed: \_\_\_\_\_

Name:

Title/Position:

Authorised for and on behalf of:

Contractor:

Address:



## SECTION 5

### GENERAL CONDITIONS OF CONTRACT

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## SECTION 5 GENERAL CONDITIONS OF CONTRACT

### 3. CONDITIONS OF CONTRACT

#### 5.1 GENERAL PROVISIONS

- 1) The **Purchaser** is the Government of Vanuatu Procuring Entity stated in the Contract Agreement.
- 2) The **Consultant** is the entity stated in the Contract Agreement.
- 3) The Contract Documents listed in the Contract Agreement represents the entire and integrated Contract between the Purchaser and the Consultant. The Contract is governed by and shall be construed in accordance with the laws of Vanuatu, and the ruling language of the Contract is English.
- 4) All prior negotiations, representations and agreements, both oral and written, are superseded by the Contract.
- 5) All correspondence relating to the Contract between the parties and their representatives, and all documents shall be in English.
- 6) Neither the Purchaser nor the Consultant shall assign, in whole or in part, their obligations under the Contract, except with the prior consent of the other party.
- 7) In these Conditions of Contract, and the Special Conditions of Contract, the following words and expressions shall have the meaning as stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

**Consultant** means the person or organisation stated in the Contract Agreement whose Proposal to provide the Services has been accepted by the Purchaser;

**Contract** means the signed Contract Agreement, and the documentation specified therein, as entered into between Purchaser and the Consultant for the performance of the Services;

**Contract Manager** means the person named in the **SCC**, who manages the implementation of the Contract on behalf of the Purchaser;

**Contract Price** means the price stated in the Contract and thereafter as adjusted in accordance with the provisions of the Contract;

**Date for Commencement** means the date specified in the **SCC** by which the Consultant will be required to commence the Services;

**Date for Completion** means the date specified in the **SCC**, by which the Services are required to be substantially completed;

**Days** mean working days, **Weeks** means working weeks and **Months** means working months;

**Force Majeure** means an event or situation beyond the control of either party that is not foreseeable, is unavoidable, or its origin is not due to negligence or lack of care on the part of either party. Such events may include, but not be limited to, wars or revolutions, natural disasters (such as earthquakes, tsunamis, fires, floods etc.), epidemics, quarantine restrictions, and freight embargo;



**In writing** means communicated in written form (e.g. by letter or e-mail);

**Purchaser** means the Procuring Entity stated in the Contract Agreement;

**Services** are what the Contract requires the Consultant to provide;

**Schedule of Prices** means any schedule included in the Contract which shows the respective unit rate of payment for supply of the Services;

**Site** means the place(s) of performance of the Services specified in the Contract;

**Terms of Reference** means the statement set out in the Contract specifying and describing the Services.

Titles and headings shall not be used in the interpretation of these Conditions. Words in the singular also include the plural and vice versa when the context so requires. Words indicating a gender include either gender.

## **5.2 RELATIONSHIP BETWEEN THE PARTIES**

- 1) Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between Purchaser and the Consultant.

## **5.3 NOTICES**

- 1) Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to the Purchaser or to the Consultant, as the case may be, or when sent to the address specified in the **SCC**.
- 2) A Party may change its address for the delivery of notices by giving the other Party notice in writing of such change to the address specified in the **SCC**.

## **5.4 OBLIGATIONS OF THE PURCHASER**

### **5.4.1 General Obligations**

- 1) The Purchaser shall appoint a Contract Manager, as specified in the **SCC**, for the Services and shall provide written notice to the Consultant of such an appointment. The Purchaser may from time to time replace the Contract Manager by giving written notice to the Consultant of such replacement.
- 2) Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Purchaser or the Consultant may be taken or executed by the Contract Manager or Consultant as the case may be.

### **5.4.2 Payments**

- 1) The Purchaser shall pay to the Consultant the sums due under the Contract for Services provided. Payments shall be made in accordance with Clause 5.8.

### **5.4.3 Information**

- 1) The Purchaser shall so as not to delay the Services and within a reasonable time give to the Consultant free of cost all information in his power to obtain which may pertain to the Services.

### **5.4.4 Assistance and Exemptions**

- 1) The Purchaser shall use its best efforts to ensure that it shall provide the Consultant such assistance and exemptions as specified in the **SCC**.



#### **5.4.5 Services, Facilities and Property of Purchaser**

The Purchaser shall make available free of charge to the Consultant the services, facilities and property as stated in the Terms of Reference. Anything supplied by or paid for by the Purchaser or the Contract Manager for use by the Consultant shall be the property of the Purchaser and where practicable shall be so marked.

### **5.5 OBLIGATIONS OF THE CONSULTANT**

#### **5.5.1 STANDARD OF PERFORMANCE**

- 1) The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Purchaser.

#### **5.5.2 Assignment and sub-letting**

- 1) The Consultant shall not assign the benefits from the Agreement.
- 2) Neither the Purchaser nor the Consultant shall assign obligations under the agreement.

#### **5.5.3 Intellectual Property and Copyright**

- 1) The Consultant retains intellectual property and copyright (IP) in all drawings, documents and other materials containing data and information furnished to the Purchaser by the Consultant, unless otherwise provided in the **SCC**. The Purchaser shall be entitled to use them or copy them for the purpose for which they are intended and need not obtain the Consultant's permission for such use.

#### **5.5.4 Conflict of Interests**

- 1) The Consultant shall hold the Purchaser's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

#### **5.5.5 Consultant Not to Benefit from Commissions Discounts, etc.**

- 1) The payment of the Consultant pursuant to Clause 5.8 hereof shall constitute the Consultant's only payment in connection with this Contract and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder.
- 2) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Purchaser on the procurement of goods, works or services, the Consultant shall at all times exercise such responsibility in the best interest of the Purchaser. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Purchaser.





### **5.5.6 Consultant and Affiliates Not to Engage in Certain Activities**

- 1) The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, ~~as~~ shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

### **5.5.7 Prohibition of Conflicting Activities**

- 1) The Consultant shall not engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

### **5.5.8 Confidentiality**

- 1) Except with the prior written consent of the Purchaser, the Consultant shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant make public the recommendations formulated in the course of, or as a result of, the Services.

### **5.5.9 Reporting Obligations**

The Consultant shall submit to the Purchaser the reports and documents specified in the Terms of Reference hereto, in the form, in the numbers and within the time periods set forth in the Terms of Reference.

## **5.6 PERFORMANCE OF THE SERVICES**

### **5.6.1 Location**

- 1) The Services shall be performed at such locations as are specified in the **SCC** and, where the location of a particular task is not so specified, at such locations, as the Purchaser may approve.

### **5.6.2 Effectiveness of Contract**

- 1) This Contract shall come into force and effect on the date (the "Effective Date") the Agreement is signed by both Parties or on such other conditions as may be stated in the **SCC**.

### **5.6.3 Commencement of Contract**

- 1) The Consultant shall commence the Contract not later than the number of days after the Effective Date specified in the **SCC**.

### **5.6.4 Completion of Contract**

- 1) The Contract shall end by the date specified in the **SCC**.



## **5.7 INDEMNIFICATION AND INSURANCE REQUIREMENTS**

### **5.7.1 Professional Indemnity Insurance**

- 1) The Consultant shall maintain professional indemnity insurance, if required in the **SCC**, in an amount not less than that stated in the **SCC** for anyone occurrence or series of occurrences arising out of this Agreement and for the period stated in the **SCC**, and provided always that such insurance is available at commercially reasonable rates. The Consultant shall immediately inform the Purchaser if such insurance ceases to be available on the terms required by this Condition at commercially reasonable rates in order that the Purchaser and the Consultant can discuss means of best protecting the respective positions of the Purchaser and the Consultant in the absence of such insurance.

### **5.7.2 Public Liability Insurance**

- 1) As stipulated in the **SCC** and in the sum stated if applicable.

### **5.7.3 Insurance Documentation**

- 1) Within 14 days of Contract signature the Consultant shall produce for inspection insurance certificates to show that the insurance cover required by the Purchaser is being maintained against the risks, and for the coverage for the duration of the Contract as shall be specified in Clauses 5.9.1 and 5.9.2 above.
- 2) The Consultant shall not cancel, cause to be cancelled, or alter the terms and conditions of any insurance policy covering this Contract without the express permission of the Purchaser.
- 3) If the Consultant does not provide the insurance certificates required, the Purchaser may effect the insurance which the Consultant should have provided and recover the premiums Purchaser has paid from payments otherwise due to the Consultant or, if no payment is due, the payment of the premiums shall be a debt due.

## **5.8 TERMS OF PAYMENT**

### **5.8.1 General**

- 1) The total payments made to the Consultant for the provision of the Services under the Contract shall not exceed the Contract Price stated in the Contract Agreement,
- 2) Payments will be made to the Consultant according to the terms stated in the **SCC**.
- 3) Payment shall be made within 30 days of receipt of acceptance of the invoice and the relevant documents and within 60 days in the case of the final payment.
- 4) If an Advance Payment is allowed as detailed in the **SCC**, the first payment shall be made against the provision by the Consultant of an Advance Payment Guarantee for the same amount in the format provided. Other payments shall be made after the conditions listed in the **SCC** for such payment have been met, and the Consultant has submitted an invoice to Purchaser specifying the amount due.

### **5.8.2 Payment on Termination**

- 1) Upon termination of this Contract the Purchaser pursuant to 5.12 shall make the following payments to the Consultant:
  - a) Remuneration for Services satisfactorily performed prior to the effective date of termination; and
  - b) Except in the case of termination pursuant to 5.12.1 reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract



### **5.8.3 Taxes and Duties**

- 1) Refer to **SCC**.

## **5.9 TERMINATION AND SUSPENSION**

### **5.9.1 Termination for Default**

- 1) The Purchaser may, without prejudice to any other remedy for breach of Contract and written notice default sent to the Consultant, terminate the Contract in whole or in part if the Consultant:
  - a) Does not remedy a failure in the performance of its obligations, as specified in a Notice of Suspension pursuant to Clause 5.12.5 within 30 days after being notified or within a further period as Purchaser may have subsequently approved in writing;
  - b) Fails to perform any other obligation under the Contract; or
  - c) Has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

### **5.9.2 Termination for Insolvency**

- 1) The Purchaser may at any time terminate the Contract by giving notice to the Consultant if the Consultant becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Purchaser.

### **5.9.3 Termination for Convenience**

- 1) The Purchaser may, without cause, by written notice order the Consultant to terminate its engagement under the Contract. Upon such termination, the Consultant shall be paid for the Services performed up to the point of termination provided that any such Consulting Services were not late or otherwise overdue for completion at the date of termination.-

### **5.9.4 Termination by the Consultant**

- 1) In the event that:
  - a) The Purchaser fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause 5.13.2 hereof within 45 days after receiving written notice from the Consultant that such payment is overdue.
  - b) As the result of an event of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than 60 days.
- 2) The Consultant may terminate this Contract on the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause. The Consultant shall give a not less than 30 days' written notice of termination to Purchaser.

### **5.9.5 Suspension of Payments**

- 1) The Purchaser may, by written Notice of Suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such Notice of Suspension (i) shall specify the nature of the failure, and (ii) shall



request the Consultant to remedy such failure within a period not exceeding 30 days after receipt by the Consultant of such notice of suspension.

#### **5.9.6 Suspension of Funding**

- 1) In the event that funding is suspended, from which part of the payments to the Consultant are being made, the Purchaser will notify the Consultant of such suspension within 7 days of having received advice of the suspension of funding.

#### **5.9.7 Suspension of the Services**

- 1) In the event that the Services are suspended due to circumstances beyond the control of the Purchaser or the Consultant, the Purchaser shall after due consultation with the Consultant, determine any extension of time and the amount that shall be added to the Contract Price to which the Consultant is entitled.

### **5.10 DISPUTES AND SETTLEMENT**

#### **5.10.1 Negotiated Settlement**

- 1) The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to negotiate all disputes arising out of, or in connection, with this Contract or its interpretation. Failing successful negotiation the courts in Vanuatu will settle any disputes in line with the laws of the Republic of Vanuatu.

### **5.11 FORCE MAJEURE**

#### **5.11.1 No Breach of Contract**

- 1) The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as the inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### **5.11.2 Extension of Time**

- 1) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### **5.11.3 Payments**

- 1) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him/her during such period for the purposes of the Services and in reactivating the Service after the end of such period.

### **5.12 INTEGRITY/ PROBITY**

- 1) Neither the Contractor, nor any Representative of the Contractor will engage in fraud, corruption, collusion, coercion and/or obstructive practises in competing for, or in executing the contract. Should the Contractor, or any Representative of the Contractor engage in the above, they could face any, or all, of the following sanctions:



- (a) Immediate termination of contract (refer Termination and Suspension above);
  - (b) Liability for damages to the Government of Vanuatu and other competing bidders;
  - (c) Debarment (blacklisting) for five years from engaging in any further contract with the Government of Vanuatu; and
  - (d) Public Prosecution under the Penal Code Act.
- 2) The Contractor, or any Representative of the Contractor, shall immediately report to the Police, Public Prosecutor and Chairman of the Public Service Commission any attempt by the Purchaser, or the Purchaser's Representative, to demand bribes or gifts in relation to this contract.



**SECTION 6**  
**SPECIAL CONDITIONS OF CONTRACT**  
**2 SPECIFIC CONDITIONS OF CONTRACT**

These Special Conditions of Contract apply to this particular Request of Proposals (RFP) and supplement Section 5 General Conditions of Contract. The **SCC** will be updated and included in the Contract Documents when these are prepared for issue to the selected Consultant.

Clause Ref	Heading	Description
5.1(7), 5.4.1 and 5.4.5	Contract Manager	The Contract Manager appointed by Purchaser is:  Dorothy Ericson Director Department of Finance and Treasury, Ministry of Finance and Economic Management, Government of the republic of Vanuatu  Tel: (00678) 24543  E-mail: dandrew@vanuatu.gov.vu
5.1(7)	Date for Commencement	1 <sup>st</sup> Feb.2020
5.1(7)	Date for Completion	12 month from the start date
5.3	Notices	The addresses for submitting Notices shall be:  <u>For Purchaser:</u>  Dorothy Ericson Director Department of Finance and Treasury, Ministry of Finance and Economic Management, Government of the republic of Vanuatu  Tel: (00678) 24543  E-mail: dandrew@vanuatu.gov.vu  <u>For the Consultant</u>
5.6.1	Location	The services are to be performed in the  Department of Finance & Treasury, Ministry of Finance and Economic Management (MFEM).



Clause Ref	Heading	Description
5.6.2(1)	Effectiveness of Contract	The date of effectiveness is: 1 <sup>st</sup> Feb. 2020



**SECTION 7 FORMS  
AND CONTRACT FORMS**

Sample forms are attached for use as applicable:

**FORM 1 – Contract Agreement**

<b>FORM 1 - Contract Agreement</b>	
<b>Contract No:</b>	
<b>Brief Description:</b>	

This Contract is made the day of **[Enter date]** by and between **[Enter name and address of Purchaser]** on the one part and **[Enter name and address of Contractor]** (the 'Contractor') on the other part;

Whereas the Purchaser has accepted the Proposal of the Contractor **[Purchaser to enter reference number and date]** for the provision of Services in the sum of: **[Purchaser to enter currency and amount in words and figures]**

In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Terms and Conditions of Contract hereinafter referred to.

The documents constituting the Contract are as shown below in order of precedence and shall be deemed to form and be read as part of this Contract:

- (a) This Contract Agreement
- (b) Special Conditions of Contract
- (c) General Conditions of Contract
- (d) The Contractor's Proposal including the Response Schedules
- (e) Other documents
  - Terms of reference
  - Approved Consultancy fee rate.

In consideration of the payments to be made by Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Purchaser to provide the Services as appropriate in conformity in all respects with the provisions of the Contract.

The Purchaser hereby agrees to pay the Contractor in consideration of the delivery of the Services as appropriate the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS of the aforesaid, the parties hereto have caused this Contract to be executed in accordance with the Laws of the Republic of Vanuatu.

<b>For the Purchaser</b>		<b>For the Contractor</b>	
<b>Signature:</b>		<b>Signature:</b>	
<b>Date:</b>		<b>Date:</b>	



