



**Ministry of Public Service, Administrative and Institutional  
Reforms**

## **Request for Proposal**

**F o r**

**Provision of Expert Services under the**

**Expert Skills Scheme**

**Selection of Consultant(s) for Institutional  
Reforms for Parastatal Bodies falling under the  
aegis of the Ministry of Arts and Cultural  
Heritage**

**Procurement No: MPSAIR/ONB 23/2022-2023**

**Issued on: 21 April 2023**

**Ministry of Public Service, Administrative and Institutional Reforms  
SICOM Building 2  
Cnr. Chevreau and Rev. Jean Lebrun Streets  
Port Louis  
Tel No: 4055428  
Fax No: 2124191**

# Request for Proposal

## LETTER OF INVITATION

Dear Sir,

**Subject: Selection of Consultant(s) for Institutional Reforms for Parastatal Bodies falling under the aegis of the Ministry of Arts and Cultural Heritage**

1. You are hereby invited to submit technical and financial proposals for services required under **Expert Skills Scheme** for the **Ministry of Arts and Cultural Heritage** which could form the basis for future negotiations and ultimately, a contract between you and the **Ministry of Arts and Cultural Heritage**.
2. The purpose of this assignment is as per **Terms of Reference (Annexure 1)**.
3. The following documents are enclosed to enable you to submit your proposal:
  - (a) Terms of Reference (Annexure 1);
  - (b) supplementary information for Experts (Service Providers), including a suggested format of curriculum vitae (Annexure 2); and
  - (c) sample format of the Service Contract under which the service will be performed (Annexure 3).
4. Any request for clarification should be forwarded via e-mail **naluckhun@govmu.org** addressed to the **Secretary, Departmental Bid Committee**. Request for clarifications should be received 14 days prior to the deadline set for submission of proposals in para. 7.
5. The Government of the Republic of Mauritius requires that bidders/suppliers/contractors participating in the procurement in Mauritius observe the highest standard of ethics during the procurement process and execution of contracts. Service providers are advised to consult the website of the Procurement Policy Office of Mauritius **ppo.govmu.org** to acquaint themselves with the legislations related to procurement in Mauritius.
6. **Eligibility**
  - 6.1 (a) A service provider that is under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.

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

Links for checking the ineligibility lists are available on the PPO's website: [ppo.govmu.org](http://ppo.govmu.org)

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

## 7. Submission of Proposals

The proposals from the service providers shall be submitted in one envelope, including Technical and Financial proposals, and should follow the form given in the "Supplementary Information for Service Providers." The proposals **will have to be deposited** in the **Bid Box** up to 13.00 hours on **09<sup>th</sup> May 2023** at the following address: **Level 4, Ministry of Public Service, Administrative and Institutional Reforms, SICOM Building 2, Cnr Chevreau and Reverend Jean Lebrun Streets, Port Louis**. Proposals should **not** be forwarded by electronic mail.

## 8. Criteria and point system

Criteria and point system for the evaluation of the Technical Proposals are:

SN	Criteria	Points
(i)	Key Professional Qualifications and experience relevant to this assignment:	40
	Master's Degree in Business Administration or Advanced university degree at Masters level in one of the following fields: Public Administration, Finance, Law Economics, Human Resources or other related fields;	
	Minimum 10 years of experience in governance, reform processes in public institutions in the Mauritian context;	30
(ii)	Adequacy of the proposed technical approach, methodology and work plan in responding to the Terms of Reference: <ul style="list-style-type: none"> <li>a) <i>Understanding of ToR</i></li> <li>b) <i>Adequacy of proposed methodology</i></li> <li>c) <i>Adequacy of work plan and staffing</i></li> </ul>	30

Total points for the two criteria: 100. The minimum technical score required to pass is: **75 Points**.

9. **Deciding Award of Contract**

Qualification and experience of the service providers shall be considered as the paramount requirement. The proposals will be evaluated on the basis of a maximum of **75** marks for Technical Proposals and **25** marks for Financial Proposals. Proposals from service providers should score at least **75%** of the total marks for the Technical Proposals to be retained for further consideration.

Only those service providers scoring a total of **75** marks on the overall assessment shall be considered for the assignment. Negotiations will start with the service provider scoring the highest marks and if negotiation is not successful, negotiation will start with the next best ranked service provider and so on until an agreement is reached.

For Quality and Cost based selection, Least- Cost Selection and Fixed Budget selection, the financial negotiations will involve neither the remuneration rates nor other proposed unit rates.

Should you be contacted for negotiations, you must be prepared to furnish the detailed cost break-down and other clarifications to the proposals submitted by you, as may be required to adjudge the reasonableness of your price proposals.

**The Ministry of Public Service, Administrative and Institutional Reforms reserves the right to split the contract (See Terms of Reference).**

10. Please note that the **Ministry of Public Service, Administrative and Institutional Reforms** is not bound to select any of the service providers submitting proposals.

11. It is estimated that the minimum duration of the assignment shall be for a period **between 75 and 120 working days**. You should base your financial proposal on these figures, giving an indication of man-months considered necessary by you to undertake the assignment.

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

13. Assuming that the contract can be satisfactorily concluded in **as from the receipt of letter of acceptance**, you will be expected to take up/commence with the assignment in **two weeks'** time.

14. **Tax Liability**

Service Providers under the Expert Skills Scheme will not be required to file VAT Returns. The Ministry/Department will be required to retain the amount of VAT and credit same to MRA accordingly. The VAT amount payable in respect of each service provider shall be 15% of the fees paid in one month.

Tax Deduction at Source will be applicable to Professionals in line with applicable tax laws.

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

16. We commit ourselves to maintain the highest standard of integrity and ethical principles during all stages of the procurement cycle.
17. We should appreciate if you would inform us by facsimile:
  - (a) your acknowledgment of the receipt of this Letter of Invitation; and
  - (b) whether or not you will be submitting the proposal.
18. The **Ministry of Public Service, Administrative and Institutional Reforms** would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

**Enclosures:**

Annexure 1: Terms of Reference

Annexure 2: Supplementary Information to Experts (Service Providers)

Annexure 3: Draft contract under which service will be performed

## TERMS OF REFERENCE

### Part 1. Background

The Ministry of Arts and Cultural Heritage (MACH) is a key institution of Government which aims to strengthen and promote the diversity and richness of our multicultural society in Mauritius as well as to preserve and protect our rich cultural heritage which spans over more than two centuries.

Moreover, MACH has a vital role in the promotion of diverse artistic creation and craftsmanship as creative economy and in contributing to the national economic growth of the country.

#### 1.1 Vision and Mission of the Ministry of Arts and Cultural Heritage

To foster a balanced and harmonious Mauritian Society through consolidation of existing pluralism, promotion of creativity and the celebration of cultural values.

#### 1.2 Objectives of the Ministry

- To preserve and foster cultural values both at individual and collective levels;
- To promote cultural interaction among different cultural components within the country and abroad for mutual understanding and enrichment;
- To upgrade, strengthen and extend the existing cultural infrastructure and to construct new structures;
- To provide support to associations of artists and individuals involved in artistic and cultural heritage activities;
- To organise cultural activities for the public at large;
- To encourage the development of a dynamic arts, culture and heritage sector; and consolidate National Unity.

## **Part 2. Problem Statement**

The upholding of the principles of good governance of the highest standards is a top priority for the Government. Several measures are being implemented and institutions have been set up to ensure that Public organisations are able to operate within the parameters of the existing legislations as well as in ensuring that the highest degree of transparency and accountability are upheld at all times.

However, it is noteworthy that such principles are not always adhered to and such situations have a deep impact on trust, morale of staff, efficiency, accountability and can also create circumstances where breach of statutory provisions, such as the conduct of corrupt practices, may arise.

Under the aegis of the MACH, there are 32 Parastatal Bodies and one State-Owned Organization which have the role to contribute towards:

- promoting cultural interchange among diverse cultural components within Mauritius, and
- shaping the mindset of the people, especially the younger generation, by uplifting moral and spiritual values.

However, frequent governance gaps have been witnessed within the Public Bodies falling under the purview of the MACH. Consequently, there is an urgent necessity for these bodies to make concerted efforts towards excelling in their operations and enhancing their services hence, the need for an institutional reform. Gaps in terms of good governance and accountability have equally been identified in some specific situations that will need to be addressed promptly to ensure improved performance of these institutions.

Moreover, it is observed that the three key operations of the institutions, namely, Finance, Procurement and Human Resources are being undertaken in many cases without systematically abiding to established processes and procedures. Such a situation has a deep impact on efficiency, accountability, auditing, human resources and is hard to account for the judicious utilisation of public funds and resources.

## **2.1 Frequent issues in Parastatal Bodies hampering proper functioning**

The following is a non-exhaustive list of issues identified by MACH as regards the operations of these institutions:-

### (i) Staffing including structure/recruitment/establishment size

- Shortcomings in recruitment exercises;
- No proper Scheme of Service for posts advertised and no appropriate schedule of duties;
- Flawed terms and conditions of contract of employment;
- Payment of allowances generally not in conformity with rules and regulations; and
- Inadequate Performance Management System for staff.

### (ii) Procurement process

Procurement in Public Bodies falling under the aegis of the MACH is regulated by the Public Procurement Act 2006 (PPA 2006). These bodies are required to ensure that any procurement undertaken adheres to the provisions of the PPA. Despite the current statutory provisions, the Public Bodies under the aegis of the MACH are still encountering issues regarding compliance to procurement procedures. There are many reasons for this state of affairs, such as lack of knowledge of procurement rules and procedures, shortage of staff with the result that there is no segregation of duties, absence or lack of experienced and trained personnel and possibility of engaging in corrupt practices in respect of procurement of goods and services although the responsibility and accountability still rest with the Accounting Officers of the Parastatal Bodies.

### (iii) Financial Matters

It is observed that, in many situations, the Financial Management Manual which guides Public Bodies in matters related to payments and receipts of funds are not scrupulously adhered to and can lead into a situation where tax payers money are not optimally used for the greater good of the organisation.

### (iv) Other Governance issues

MACH has also observed that many governance issues are not properly adhered to. A non-exhaustive list of such departures from good Governance principles are as per hereunder:



- (a) Some activities requiring the approval of the Minister are not sought which can create great embarrassment to the latter as well as MACH such as scheduling of any event/function requiring the presence of the Minister and approval of list of invitees;
- (b) Late submission of Board Papers and conduct of Board Meetings within working hours;
- (c) Conduct of Board Meetings at irregular intervals;
- (d) Policy decision not cleared with the Ministry prior to implementation;
- (e) Delay in submission of financial report and Annual report;
- (f) Conflict of interest in some situations; and
- (g) Lack of sound decision making.

### **Part 3. The Services:**

#### ***Objectives and scope of the review***

The main objective of this exercise is to study, review, identify gaps and recommend on how to uphold good governance and ensure efficiency, accountability and transparency on the mode of operation within thirty-three of the Parastatal Bodies and their respective Boards and Committees under the aegis of MACH as follows:

- i. Study the organisational and human capacity strengths and weaknesses of the Bodies and propose a new framework to strengthen Parastatal bodies' performance, efficiency and transparency;
- ii. Devising a risk analysis matrix that affects the optimal functioning of the Parastatal bodies;
- iii. Recommend the review of processes of administrative functions (human resources, procurement, finance) into more efficient and modern functional areas which embrace new technology and smart processes;
- iv. Recommend the Enforcement of a governance framework to enable the bodies conduct public affairs and manage public resources in line with best practices;
- v. Setting up of a monitoring mechanism to ensure implementation and sustain the recommendations made; and
- vi. Advising of a Change Management Strategy for an enhanced organisational culture that places the interests of the Public Bodies above any other consideration.

### ***Specific Objective of the Review***

Thirty-three Parastatal Bodies have been selected for the review:

1. Bhojpuri Speaking Union
2. Chinese Speaking Union
3. Creole Speaking Union
4. English Speaking Union
5. Hindi Speaking Union
6. Tamil Speaking Union
7. Telugu Speaking Union
8. Marathi Speaking Union
9. Urdu Speaking Union
10. Sanskrit Speaking Union
11. Arabic Speaking Union
12. Mauritius Telugu Cultural Centre Trust
13. Mauritius Marathi Cultural Centre Trust
14. Mauritius Tamil Cultural Centre Trust
15. Mauritian Cultural Centre Trust
16. Professor BasdeoBissoondoyal Trust Fund
17. Conservatoire National de Musique François Mitterrand Trust Fund
18. Nelson Mandela Centre for African Culture Trust Fund
19. Malcolm de Chazal Trust Fund
20. Aapravasi Ghat Trust Fund
21. Le Morne Heritage Trust Fund
22. National Heritage Fund
23. Ramayana Centre
24. Islamic Cultural Centre
25. Mauritius Society of Authors
26. Mauritius Film Development Corporation
27. National Library
28. President's Fund for Creative Writing
29. Mauritius Council of Registered Librarians
30. National Art Gallery
31. Mauritius Museums Council

32. National Arts Fund

33. Intercontinental Slavery Museum

### ***Splitting of Tender***

The Ministry reserves the right to split the tender so that this exercise may be conducted to more than one (1) expert.

In case of splitting:

- (i) The Ministry will allocate a subset of organizations to be reviewed as per the list provided at Part 3; and
- (ii) The total number of hours assigned for the consultancy services will be determined by the Ministry.

Experts are therefore requested to submit a lump sum quote for the whole project and Man-Day Rate.

### **Part 4. Outcomes**

The outcome of the Institutional Reforms exercise will be used for the following purposes:

- To implement a model of organisational operations in the area of Human Resources, Procurement and Finance that would help the Public Body to deliver services effectively, within established procedures and avoiding overlaps;
- To implement an appropriate framework to the Parastatal Body to ensure effective coordination and monitoring of the complex mandate of the Ministry;
- To implement a Good Governance Framework in line with Best Practices; and
- Plan and seek financial commitments on the recommendations made.

## Part 5. Expected Deliverables

- ▶ **Deliverable 1:** Inception Report detailing the understanding of the task and the methodology to be employed to complete the task.
  
- ▶ **Deliverable 2:** Draft report on findings, gaps identified, recommendations on alignment of operations to best practices and road map for the implementation of measures as well as an appropriate monitoring mechanism.
  
- ▶ **Deliverable 3:** Workshop organised jointly by MPSAIR and MACH to validate findings, gaps and proposed roadmap.
  
- ▶ **Deliverable 4:** Final Report submitted to Government.

## Part 6. Profile of the Team of Consultants

### Qualifications/Specialised Knowledge and Experience

The consultant/s should meet the following criteria:

- Master's Degree in Business Administration or advanced university degree at Masters level in one of the following fields: Public Administration, Finance, Law, Economics, Human Resources, Corporate Governance or other related fields;
- Minimum 10 years of experience at senior management level in the area of, *inter-alia*, governance and public sector reforms;
- Evidence of past experience in the conduct of similar assignments but may not directly relate to the extent of the proposed consultancy; and
- Excellent proven written and spoken English.

## Part 7. Methodology and Duration

### *(a) In case of single contract:*

The consultancy is expected to be completed within 75 working days, as per the below time frame:

SN	Activity	Time Frame (Days)
1	Set up a Joint Steering Committee chaired by MPSAIR and MACH	2
2	Agreement on the scope of work, roles and responsibilities and guiding principles of the Institutional Reforms Exercise in line with the Terms of Reference	5
3	Kick off the exercise with MACH and concerned Organisations	3
4	Inception	6
5	Inventory of activities and sites	10
6	Site visits	10
7	Interview with officials and key partners	8
8	Identify gaps, inefficiencies and problems	13
9	Presentation and discussion of preliminary findings with relevant stakeholders, to collect feedback to be incorporated into findings.	3
10	Draft and finalization of the Report	15
	Expected duration of the review	75 working days

### *(b) State whether contract is on a lump-sum or time-based*

The contract will be Time-based

**Note: Contract duration will be adjusted in case of splitting of tender**

## Part 8. Payment Terms

In case of single contract, the payment terms will be as follows:

Item	Description	Time Frame	% of Contract value
1	Signature of Contract	-	20% against the submission of a bank guarantee valid up to the submission of the inception report
2	Submission of Inception Report and approval by Steering Committee	Two weeks after signature of contract	10%
3	Submission of detailed first Draft Report	Six weeks after submission and acceptance of Inception Report	25%
4	Validation Workshop with all stakeholders to ratify the report	Three weeks after submission and acceptance of Report	15%
5	Final Consultancy Report	Three weeks after Validation Workshop	30%
<b>Total</b>			<b>100</b>

*Note: Payment terms will be adjusted in case of splitting of tender*

**SUPPLEMENTARY INFORMATION FOR EXPERTS (SERVICE PROVIDERS)**

**Proposals**

1. Proposals should include the following information:

(a) Technical Proposals

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

(b) Financial Proposals

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

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

**Contract Negotiations**

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

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

**Review of reports**

5. A Monitoring Committee of at least three members will review all reports/deliverables and suggest any modifications/changes considered necessary within 15 days of receipt.

**FORM NO.F-1**

From: .....  
.....  
.....

To: .....  
.....  
.....

Sir

**Selection of Consultant(s) for Institutional Reforms for Parastatal Bodies  
falling under the aegis of the Ministry of Arts and Cultural Heritage**

I ..... herewith enclose Technical and Financial Proposals for selection as Service Provider for the **Ministry of Public Service, Administrative and Institutional Reforms**.

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

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

Yours faithfully

Signature: .....  
Full name: .....  
Address: .....



**FORM F-2**

**FORMAT OF CURRICULUM VITAE (CV) FOR SERVICE PROVIDERS**

Name of Service Provider:.....  
Profession:.....  
Date of Birth:.....  
Nationality:.....  
Membership in Professional bodies.....

**Key Qualifications:**

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

**Education:**

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

**Employment Record:**

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

**Languages:**

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

**Certification:**

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

**Date: Day/Month/Year**

*[Signature of Service Provider]*

**Full name of Service Provider:.....**

## FORM F-3

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

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

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

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

## FORM F-4

### Cost Estimates of Services<sup>1</sup>

#### Remuneration:

Service Provider's Name	Monthly Rate (in currency)	Working Months	Total Costs (in currency)
.....	.....	.....	.....
			Sub-Total (Remuneration) .....

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

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

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

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

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

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

**CONTRACT No. ....**

**SERVICE CONTRACT**

**BETWEEN**

**(Name of Public Body .....)**

**AND**

**(Name of Service Provider..... )**

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

**WITNESS THAT:**

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

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

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

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

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

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

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

2.2 The Services shall be for ..... calendar days, or whatever period as indicated by the *[public body]*, beginning on the date of commencement of the Services, and ending not later than .....

**ARTICLE III**  
**DUTIES OF THE SERVICE PROVIDER**

3.1 The Service Provider shall perform the services with all due care, diligence and efficiency, in accordance with the highest standards of professional competence, organization and responsibility, and in a manner acceptable to the *[Public Body]*.

3.2 The Service Provider shall:  
(a) regularly report to, and obtain direction and guidance from the *[Public body]* on all matters arising from or relating to the present Contract;

- (b) promptly comply with such instructions as may be issued from time to time by the *[Public body]* in connection with the performance of the services.
- 3.3 The Service Provider shall perform the services to the satisfaction of the Public body in accordance with the Terms of Reference and at such intervals as the Public body may require.
- 3.4 The Service Provider shall keep and maintain accurate and complete accounts in respect of expenditure incurred under the present Contract in such form and detail as shall be satisfactory to the *[public body]* for the purposes of making payment or settlement under the Contract, where applicable.
- 3.5 The Service Provider shall meet the cost of any insurance and/or medical examination or treatment required by him/her in the course of performing the services.
- 3.6 The Service Provider shall seek and obtain any visas or residence permits that he/she may require to carry out the services and perform his/her obligations under the present Contract. The *[Public body]* shall, as necessary, assist the Service Provider in obtaining such visas and/or permits.

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

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

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

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

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

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

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

**ARTICLE VII**  
**LIABILITY OF THE SERVICE PROVIDER**

- 7.1.1 The Service Provider shall abide by, and take all measures necessary to enable him/her comply with all laws and regulations in force in any place where the Services are to be wholly or partially performed.
- 7.2 The Service Provider shall be fully liable for the consequences of any error or omission on his/her part or for any damage caused by negligence on his/her part in carrying out the Services or performing his/her obligations under the present Contract.

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

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

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

- 9.1 The *[Public Body]* may, upon giving not less than seven (7) days' notice in writing to the Service Provider, terminate the present Contract for cause if the Service Provider has failed to perform the Services or to comply with his/her other obligations under the Contract.



- 9.2 The *[Public Body]* may, at its option, terminate this Contract when it is in the interest of or for the convenience of the *[Public Body]* to do so, provided that the Service Provider shall in that event be given a notice of not less than fifteen (15) days of such termination.
- 9.3 The Service Provider may terminate the present Contract if the *[Public Body]* has, within a period of forty five (45) days after the due date, failed to pay any amount due to him/her in respect of which no dispute has arisen.
- 9.4 The parties hereto may by mutual agreement terminate this Contract.
- 9.5 If the present Contract is terminated under this Article, the *[Public Body]* shall be liable only for payment, in accordance with the payment provisions of the Contract, for the Services actually rendered prior to the effective date of termination, together with such other amounts incidental to the termination as may be reasonable in the circumstances.

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

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

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

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

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

- 12.1 The present Contract shall enter into force on the date of its signature by both parties.
- 12.2 Unless terminated under Article VIII or IX above, the present Contract shall expire upon completion of the Services and the discharge of all obligations arising out of or under the Contract.

#### **ARTICLE XIII** **CHANNEL OF COMMUNICATIONS AND NOTICES**

- 13.1 For the purposes of the present Contract, the authorized representative of the *[Public Body]* shall be the Accounting Officer or such other officer as he may designate for this purpose.
- 13.2 Any communication, notification, submission, notice, demand or request under the present Contract shall be deemed to have been duly transmitted if it shall have been delivered by hand, mail, or facsimile by either party to the other at the appropriate address indicated below, or at such other address as that other party may have indicated:

**For the (Public Body)**

Mail Address :.....

**For the Service Provider**

Mail Address :.....

Telephone :.....

E-mail :.....

**ARTICLE XIV**  
**GOVERNING LAW**

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

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

**FOR THE PUBLIC BODY**

**FOR THE SERVICE PROVIDER**

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- Annexure 1- Terms of Reference
- Annexure 2- Contract Amount and method of payment