Ministry of Public Service, Administrative and Institutional Reforms

Request for Proposal
For Recruitment of Software Designers under the Expert Skills Scheme

Procurement No: *MPSAIR/RFP/OAB/1/2020-2021*

Ministry of Public Service, Administrative and Institutional Reforms.
SICOM Building 2**, Cnr Chevreau & Reverand Jean Lebrun Streets, Port Louis**
Tel: 4055428 Fax: 2124191

Request for Proposal

LETTER OF INVITATION

Subject: Recruitment of Software Designers under the Expert Skills Scheme

1. The Ministry of Public Service, Administrative and Institutional Reforms is hereby inviting technical and financial proposals for the **Recruitment of Software Designers under the Expert Skills Scheme** which could form the basis for future negotiations and ultimately a contract between the respondent and the Ministry.

2. The purpose of this assignment is as detailed in Annexure I.

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

    (a) Terms of Reference (Annexure 1);
    (b) Supplementary information for Software Designers, 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 on e-mail address smillien@govmu.org. Request for clarifications should be received 14 days prior to the deadline set for submission of proposals at 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. Bidders are advised to consult the website of the Procurement Policy Office of Mauritius on **ppo.govmu.org** to acquaint themselves with the legislations related to procurement in Mauritius.

6. **Eligibility**

    (a) A Software Designers 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 Software Designers 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***

(c)   Software Designers 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, including Technical and Financial proposals, from the Software Designers shall be submitted at latest by 13.30 hrs on Friday 7 May 2021 on email address **psbtb@govmu.org.** It should follow the form given in the "Supplementary Information for Software Designers."

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 competence for the assignment: a)Bachelor Degree in Computer Science, Software Engineering, or any other related field. b) Good understanding of Software Development in Open Source Technologies such as MySQL, Java, Python, C++,etc.	 20 25
(ii)	Specific experience of the Software Designer relevant to the assignment - • Three years of software engineering or software development experience, preferably in a related field. • Hands-on programming experience using relevant languages and excellent coding skills. • Experience managing the software development lifecycle and deliver projects on time and within budget. • Experience in the development of Web and Mobile HR Solutions.	 10 10 10 5
(iii)	Adequacy of the proposed methodology and work plan in responding to the Terms of Reference: a) Technical approach and methodology b) Work plan c) Clear deliverables	 20

Total points for the four criteria: **100.** The minimum technical score required to pass is: **70 Points.**

Documentary evidence in respect of experience will have to be produced upon request.

9. **Deciding Award of Contract**

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

   The formula for determining the financial scores is the following:
   $Sf = 100 \times Fm / F$, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.

   The weights given to the Technical and Financial Proposals are:
   $T = 0.75$, and
   $P = 0.25$

   Only those Software Designers scoring a total of 60 marks on the overall assessment shall be considered for the assignment. Negotiations will start with the Software Designers scoring the highest marks and if negotiation is not successful, negotiation will start with the next best ranked Software Designers and so on until an agreement is reached.

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

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

11. It is estimated that the minimum duration of the assignment shall be for a period of two (2) years. You should base your financial proposal on these figures, giving an indication of man-months considered necessary by you to undertake the assignment. The rate proposed in your submission will be applied in case the duration of the assignment is to be extended.

12. Please note that the cost of preparing a proposal and of negotiating a contract, is not reimbursable as a direct cost of the assignment.

13. Assuming that the contract can be satisfactorily concluded as from the receipt of letter of acceptance you will be expected to take up/commence with the assignment within one month.

14. **Tax Liability**

    Software Designers 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 Software Designers 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 Software Designers 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.

Yours faithfully,

S. Ghoorbin
for Secretary for Public Service

Enclosures:
Annexure 1: Terms of Reference
Annexure 2: Supplementary Information to Experts (Software Designers)
Annexure 3: Draft contract under which service will be performed

TERMS OF REFERENCE

Part 1: Background

In line with the Public Sector Business Transformation Strategy, the Ministry of Public Service, Administrative and Institutional Reforms (MPSAIR) has come up with a digital transformation initiative, namely, the **e-HR system** using open source platform to cater for the core Human Resource (HR) processes in the Public Service.

Part 2: Scope of the e-HR project

2.1 The scope of the project will be limited to the digitalisation of the core HR functionalities being used at the level of Ministries and Departments. It will cover the following components:

   (i)   Employee Sourcing

   (ii)   Performance Management System

   (iii) Scheme of Service

   (iv)   Employee Benefits

   (v)   Leave Management

   (vi)   Training

   (vii) Discipline

   (viii) Self Service

   (ix)   Interfacing with existing legacy systems (e.g. e-recruitment, Treasury Accounting System (TAS), Electronic Attendance System (EAS) and SMS Gateway.

2.2 An incremental approach would be adopted for deployment of the system across Ministries and Departments. The e-HR system will, in the first phase, be implemented at the Ministry of Information Technology, Communication and Innovation and the Ministry of Public Service, Administrative and Institutional Reforms (MPSAIR). Following the outcome of the first phase, the e-HR system will be rolled out in 10 other Ministries and Departments of similar magnitude in the second phase. The e-HR system will cover all the remaining Ministries and Departments in the third phase.

2.3 The MPSAIR will leverage on an internal development team which will be supplemented by four Software Designers to be recruited under the Expert Skills Scheme for a period of three years to work along the technical team, comprising officers of the MPSAIR, IT officers of the

Central Information System Division (CISD) and the Central Informatics Bureau (CIB), to develop the required system.

2.4 This prudent approach will ensure that the system is customised to the specificities of Ministries and Departments while building internal software development capabilities in the Public Service. The proposed software development model will decrease reliance on external Software Designers, increase flexibility for any adjustment in the system to accommodate new developments and ensure long term sustainability of the project at least cost.

2.5 In this context, the Ministry proposes to enlist the services of four (4) Software Designers on an individual basis, having wide knowledge in the domain of software development and information technology along with a good track record in the implementation and management of software projects.

Part 3: Profile of the Software Designer

The Software Designer shall possess:-

- A bachelor's degree in computer science, software engineering, or another related field.
- Three years of software engineering or software development experience, preferably in a related field.
- Good understanding of Software Development in Open Source Technologies like MySQL, Java, Python, C++, etc.).
- Hands-on programming experience using relevant languages and excellent coding skills.
- Experience managing the software development lifecycle and deliver projects on time and within budget.
- Experience in the development of Web and Mobile HR Solutions.

Besides technical skills, possession of soft skills such as communication and presentation skills and team work are essential.

Part 4: The Services

The System Designer shall:

(i)   Plan, manage and provide operational leadership to ensure timely implementation of the e-HR Software and other e-Government solutions for the Public Service;

(ii)   Customise technological systems and platforms to improve customer experience;

(iii)   Identify and plan the implementation of new systems and provide appropriate guidance to IT professionals and other staff of the Ministry;

(iv)   Execute full software development life cycle (SDLC);

(v)   Improve system quality by identifying issues and common patterns, and developing standard operating procedures;

(vi)   Develop flowcharts, layouts and documentation to identify requirements;

(vii)   Produce specifications and determine operational feasibility;

(viii) Integrate software components into a fully functional software system;

(ix)   Develop software verification plans and quality assurance procedures;

(x)   Document and maintain software functionality;

(xi)   Troubleshoot, debug and upgrade existing systems;

(xii)   Deploy programs and evaluate user feedback;

(xiii) Comply with project plans and industry standards;

(xiv)   Ensure software is updated with latest features;

(xv)   Submit regular progress reports to Management on the different projects being implemented; and

(xvi)   Transfer Knowledge to other officers of the team and the Ministry.

Part 5: Commencement and completion dates

The intended commencement date is **1 June 2021**.   The project is for a duration of three years.

Part 6: Facilities to be provided by the Ministry

The System Designer will be provided with facilities in respect of office, PC, printer, stationery, communication facilities and support staff as may be needed for the assignment.

Part 7: Note

Serving officers in the Civil Service will not be eligible to bid for this exercise.

Part 8: General Contract Conditions

8.1   Standards of performance

The Software Designers shall deliver the services and carry out its obligations under the contract with due diligence and efficiency in accordance with generally accepted professional standards and practices. The Software Designers shall always act in respect of any matter relating to this contract as faithful Software Designers to the Client. The Software Designers shall always support and safeguard the legitimate interests of the Client, in any dealings with a third party. The Software Designers shall conform to the standards laid down in the tender in totality.

8.2   Contract period

This contract shall be valid for a period of two years as from the date of signing of contract and may be renewed on a needs basis.

8.3   Prices

The rates quoted in the financial bid shall be inclusive of all taxes. However, the taxes shall be paid as applicable from time to time. The prices shall remain fixed for the complete contractual period. No price change request will be accepted after opening of the bids and during the validity of the contract.

8.4   Payment terms

The decision of the Client pertaining to the quality and quantity of services performed by the Software Designers will be final and acceptable to the Software Designers besides being binding. It shall be the responsibility of the Software Designers to rectify the deficiencies so pointed out without any extra payment. In the event of default by Software Designers, the Client reserves the right to get the concerned services fixed at its own level at the cost, risk and responsibility of the Software Designers after giving a notice in regard thereto in writing and expenditure so incurred by the Client will be recovered from the invoices of the Software Designers, as it may deem fit.

8.5   Confidentiality

- Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Software Designers and/or the Client to each other including, but not limited to, the services, plans, financial data and personnel statistics, whether or not marked as confidential or proprietary by the parties.
- The Software Designers shall ensure that while providing services, all the details and information inside various IT equipment is kept confidential. During the execution of the project except with the prior written consent of the Client, the Software Designers shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.
- The Software Designers will maintain the confidentiality of the data stored on the computer systems of end customer.

8.6   Termination of contract for default

The Client can terminate the contract in the event of default of terms and conditions of this tender by the other party by giving one month written notice.

8.7   Termination for convenience

The Client reserves the right to terminate, by one-month notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for Client's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. In such case, the provisions under Exit Management clause shall apply.

8.8   Recovery Management

The Client reserves the right to recover the additional cost incurred to client for non- compliance of timelines due to any reasons. The notice of recovery shall specify the loss incurred to client due to non-compliance of timelines.

8.9   Exit Management

On expiry or premature termination of the contract, the Software Designer shall handover the complete source code, database backup, login credentials, design documents, latest API documents and project technical documentation, etc.to the Client, failing which appropriate action shall be taken against the Software Designer.

The complete knowledge regarding the website shall also be transferred in writing to the Client through appropriate documents.

8.10   Force Majeure

For purposes of this clause, "Force Majeure" means an event beyond the control of the Software Designers and not involving the Software Designer's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, and quarantine restrictions.

If a Force Majeure situation arises, the Software Designers shall promptly notify the Client in writing of such condition and the cause thereof. Unless otherwise directed by Client in writing, the Software Designers shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

This Ministry reserves the right not to proceed with this tendering exercise at its own discretion.

.

SUPPLEMENTARY INFORMATION FOR EXPERTS (SOFTWARE DESIGNERS)

Proposals

1. Proposals should include the following information:

   (a) Technical Proposals

       (i)   Curriculum Vitae of Software Designers (Form F-2).

       (ii)   An outline of recent experience on assignments/projects of similar nature executed during the last five years in the format given in Form F-3.

       (iii)   Any comments or suggestions of the Software Designers on the Terms of Reference (TOR).

       (iv)   A description of the manner in which the Software Designers would plan to execute the work.

       (v)   The Software Designer'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 Software Designers and initiate a draft contract by the conclusion of negotiations. Negotiations commence with a discussion of Software Designer'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

4. 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

Hiring of Software Designers for the eHR System

I, ………………………………….. herewith enclose Technical and Financial Proposals for selection as Software Designer 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 SOFTWARE DESIGNERS

Name of Software Designers: …………………………………

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 five 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 Software Designer]

Full name of Software Designer:…………………………………………………

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

FORM F-4

Cost Estimates of Services

Remuneration:

Software Designer's Name	Monthly Rate	Working Months	Total Costs
………………………	………………	……………………..	………………

CONTRACT No. …………..

SERVICE CONTRACT

BETWEEN

Ministry of Public Service, Administrative and Institutional Reforms

AND

(Name of Software Designer…………………………………….)

TABLE OF CONTENTS

Page

THIS SERVICE CONTRACT entered into this *[date]*, between the Ministry of Public Service, Administrative and Institutional Reforms (hereinafter called the "Client") and ……… (hereinafter called the " Software Designers").

WITNESS THAT:

WHEREAS the Ministry of Public Service, Administrative and Institutional Reforms 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 Software Designers 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:

<div align="center">

ARTICLE I
SCOPE OF SERVICES

</div>

1.1   The services to be performed by the Software Designer 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.

<div align="center">

ARTICLE II
COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT

</div>

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

2.2   The Services shall be for ………. calendar days, or whatever period as indicated by the Ministry of Public Service, Administrative and Institutional Reforms, beginning on the date of commencement of the Services, and ending not later than ……………………….

<div align="center">

ARTICLE III
DUTIES OF THE SOFTWARE DESIGNERS

</div>

3.1   The Software Designer shall perform the services with all due care, diligence and efficiency, in accordance with the highest standards of professional competence, organisation and responsibility, and in a manner acceptable to the Ministry of Public Service, Administrative and Institutional Reforms.

3.2 The Software Designer shall:-

    (a)   regularly report to, and obtain direction and guidance from the Ministry of Public Service, Administrative and Institutional Reforms on all matters arising from or relating to the present Contract;

    (b)   promptly comply with such instructions as may be issued from time to time by the Ministry of Public Service, Administrative and Institutional Reforms in connection with the performance of the services.

3.3 The Software Designer 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 Software Designer shall keep and maintain accurate and complete accounts in respect of expenditure incurred under the present Contract in such form and detail as shall be satisfactory to the Ministry of Public Service, Administrative and Institutional Reforms for the purposes of making payment or settlement under the Contract, where applicable.

3.5 The Software Designer 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 Software Designer shall seek and obtain any visas or residence permits that he/she may require to carry out the services and perform his/her obligations under the present Contract. The Ministry of Public Service, Administrative and Institutional Reforms shall, as necessary, assist the Software Designers in obtaining such visas and/or permits.

ARTICLE IV
PAYMENT FOR THE SERVICES

4.1 The Ministry of Public Service, Administrative and Institutional Reforms shall pay to the Software Designers, 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 Software Designers 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 Software Designers in connection with or by virtue of the present Contract, shall be treated as confidential by the Software Designers, and the Software Designers shall not be entitled to use or make copies of them for any purpose that is not related to the present Contract.

5.2 The documents, statistics, reports and data under the preceding paragraph shall, upon the completion of Services or termination of this Contract, be promptly returned to the Ministry of Public Service, Administrative and Institutional Reforms.

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

ARTICLE VI
ASSIGNMENT AND SUB-CONTRACTING

6.1   Except with the prior written consent of the Ministry of Public Service, Administrative and Institutional Reforms, the Software Designer shall not:-

(a)   in whole or in part, assign, transfer or otherwise dispose of, his/her rights or obligations under the present Contract; and

(b)   sub-contract, or otherwise transfer responsibility for, the whole or any part of the Services.

ARTICLE VII
LIABILITY OF THE SOFTWARE DESIGNERS

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

ARTICLE VIII
FORCE MAJEURE

8.1   Neither party to the present Contract shall be responsible for any delay or failure to perform the obligations under the Contract if the delay or failure is attributable to force majeure.

8.2   In the event of force majeure which delays performance of the whole or any part of the present Contract for more than sixty (60) days, either party shall have the right, by notice in writing to the other party, to terminate the Contract.

8.3   For purposes of this Article, an event of force majeure shall mean an unforeseen and unavoidable event beyond the reasonable control and contemplation of the party invoking the existence of such event, and which impacts directly on the discharge of the obligation under the Contract.

ARTICLE IX
TERMINATION OF CONTRACT

9.1   The Ministry of Public Service, Administrative and Institutional Reforms may, upon giving not less than seven (7) days' notice in writing to the Software Designers, terminate the present Contract for cause if the Software Designer has failed to perform the Services or to comply with his/her other obligations under the Contract.

9.2   The Ministry of Public Service, Administrative and Institutional Reforms may, at its option, terminate this Contract when it is in the interest of or for the convenience of the Ministry of Public Service, Administrative and Institutional Reforms *t*o do so, provided that the Software Designer shall in that event be given a notice of not less than fifteen (15) days of such termination.

9.3   The Software Designer may terminate the present Contract if the Ministry of Public Service, Administrative and Institutional Reforms has, within a period of forty-five (45) days after the due date, failed to pay any amount due to him/her in respect of which no dispute has arisen.

9.4   The parties hereto may by mutual agreement terminate this Contract.

9.5   If the present Contract is terminated under this Article, the Ministry of Public Service, Administrative and Institutional Reforms shall be liable only for payment, in accordance with the payment provisions of the Contract, for the Services actually rendered prior to the effective date of termination, together with such other amounts incidental to the termination as may be reasonable in the circumstances.

ARTICLE X
DISPUTE SETTLEMENT

10.1   Any dispute arising out of or in connection with the present Contract shall, unless it is amicably settled, be decided upon by the Ministry of Public Service, Administrative and Institutional Reforms.

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 authorised representative of the Ministry of Public Service, Administrative and Institutional Reforms shall be the Accounting Officer or such other officer as he may designate for this purpose.

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

For the Ministry of Public Service, Administrative and Institutional Reforms

email Address :…………………………………

For the Software Designer

email Address :…………………………………

Telephone :…………………………………

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 on the date first above written.

For THE PUBLIC BODY   **For THE SOFTWARE DESIGNER**

………………………………   …………………………………………

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