

MINISTRY OF FINANCE AND ECONOMIC DEVELOPMENT
Circular No. 2 of 2017

My Ref: CF/CAPB/EXP/SKIL
From: Financial Secretary
To: Supervising Officers-in-Charge of Ministries/Departments and Accounting Officers

Expert Skills Scheme

The purpose of this Circular is to inform you of the coming into operation of the Expert Skills Scheme announced in the Annex to the Budget Speech and to set out the procedures put in place for its administration. The Scheme aims at facilitating Ministries/Departments and public bodies in having the services of Experts for the timely design, implementation and operationalisation of public sector policies, projects and schemes.

2. The priority areas where the services of experts may be procured include the following: Infrastructure Development, Strategic Planning and Macro-Fiscal Management, Digital Economy, Green Economy, Ocean Economy, Marshall Plan against Poverty and Social Safety Nets, Project Appraisal and Management, Institutional Reforms (including restructuring and mergers) and National Heritage. The services of Chief Information Officers and Project Managers may also be enlisted under this Scheme.

3. The management of the Scheme will be under the responsibility of this Ministry and funds will be made available under Vote 28-1, 'Centrally Managed Initiatives of Government'.

4. Your attention is drawn to the fact that the Scheme is not a recruitment exercise but is a public procurement exercise similar to that for consulting services under the Public Procurement Act (PPA). The guidelines for the Expert Skills Scheme setting out the policies, procedures for selection, contracting and monitoring of the experts are at **Appendix**. Those guidelines also include the Standard Request for Proposal (RFP) documents (vetted by the State Law Office) with the following annexures:

- (i) Annexure 1: Format for Terms of Reference;
- (ii) Annexure 2: Supplementary Information for Experts (Service Provider); and
- (iii) Annexure 3: Specimen of Service Contract.

Those guidelines and Standard RFP documents are also available on the website of the Procurement Policy Office and this Ministry.

5. The key features of this Scheme are as follows:

- (i) the experts should preferably be persons in their individual capacity with proven expertise and documented hands-on experience in relevant fields. However, the experts may also include consulting firms.
- (ii) the procurement should normally be carried out through open advertised bidding or selection from a well-documented short-list;
- (iii) recourse to direct procurement will be allowable only in special circumstances such as extreme urgency, projects under Government to Government or where

- the expertise is in limited supply. These are specified at Para 6.1 (C) of the guidelines;
- (iv) the procurement exercise should be carried out by the Ministry/Department or public body itself;
 - (v) there should be a provision for transfer of knowledge from the experts to public sector staff;
 - (vi) a Monitoring Committee should be constituted to oversee that the assignment is carried out as per contractual conditions and assess the quality of the deliverables; and
 - (vii) the contract of service will be for the duration of the assignment and may be terminated in case of poor performance.

6. The financial clearance process in respect of requests under the Scheme will be in two stages:

- (a) **Stage 1: Prior to the launching of the procurement process** - no objection for earmarking of funds;
- (b) **Stage 2: Prior to award of contract** - financial clearance for the enlistment of the selected expert.

7. Accordingly, the procurement process will involve a number of steps in the following sequence:

- (i) identification of the skills required by the Ministry/Department or public body;
- (ii) preparation of Terms of Reference (TOR), specifically in relation to the policy, project or scheme being designed, implemented or operationalized together with the justifications, indicative cost and preferred procurement method;
- (iii) submission of the above to MOFED for no financial objection prior to launching procurement;
- (iv) launching by the Ministry/Department or public body of procurement process;
- (v) assessment of bids by Evaluation Committee;
- (vi) submission of report of the Evaluation Committee and estimated cost to MOFED for financial clearance;
- (vii) award and signing of contract by the Ministry/Department or public body; and
- (viii) setting up of a Monitoring Committee.

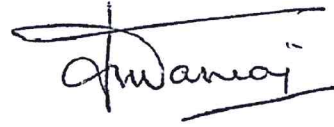
Public Bodies

8. Public bodies partly or fully funded by grant from Government should submit their requests, through their parent Ministries, to this Ministry for financial clearance while those not dependent on Government should submit their requests only in cases where direct procurement is being resorted to.

9. Requests under this Scheme should be addressed to the Public Financial Management and Budgeting Directorate of this Ministry, attention to Mr. J. Ramyed, Lead Analyst (email: iramyed@govmu.org, Tel: 201 3728) with copy to the responsible Officer of the relevant Sector Ministry Support Team (SMST) as indicated in Circular No. 8 of 2016 on Execution and Monitoring of the 2016/17 Budget.

10. You are reminded that requests for funds under the Scheme may not be entertained if the enclosed guidelines are not complied with.

11. Supervising Officers are kindly requested to convey the contents of this Circular to all Departments and Public Bodies falling under their responsibility.



**D. D. Manraj, GOSK
Financial Secretary
26 January 2017**

Copy to:

- (i) Secretary to Cabinet and Head of the Civil Service
- (ii) Director of Audit
- (iii) Accountant-General
- (iv) Directors, Economic and Finance, MOFED
- (v) Director, Financial Operations

GUIDELINES FOR THE EXPERT SKILLS SCHEME

1. Introduction

- 1.1 In line with the Annex to the Budget Speech 2016/17, an **Expert Skills Scheme** is being set up to enable enlistment of the services of experts and specialised professionals by Ministries/Departments and public bodies for the timely design, implementation and operationalization of public sector policies, projects and schemes.
- 1.2 The purpose of these Guidelines is to set out the policies and procedures for selection, contracting and monitoring of Service Providers financed through this Scheme.

2. Objective of the Scheme

- 2.1 The objective of the scheme is to complement the human resource capabilities of Ministries/Departments and public bodies through the enlistment of the services of experts and specialised professionals with proven hands on experience in priority areas such as Infrastructure Development, Strategic Planning and Macro-Fiscal Management, Digital Economy, Green Economy, Ocean Economy, Marshall Plan Against Poverty and Social Safety Nets, Institutional Reforms, Project Appraisal and Management and National Heritage. Chief Information Officers and Project Managers may also be enlisted under the Scheme.

3. Guiding principles

- 3.1 The following are the guiding principles for the enlistment of Service Providers under the Scheme:-
- a. the need to have the services of professionals/experts for providing specific services in priority areas as mentioned above ;
 - b. the need to have the services of professionals/experts for the timely design, implementation and operationalization of public sector policies, projects and schemes; and
 - c. the need to reinforce human resource capacity due to absence of required scarce expertise in-house.

4. Service Providers

- 4.1 For the purpose of this Scheme, the term Service Provider relates to individuals, who are professionals/experts with proven expertise and experience in relevant fields. Enlistments under this scheme shall follow the procurement process similar to that of consulting services under the aegis of the Public Procurement Act (PPA).

5. Applicability of the Scheme

- 5.1 The services retained under this scheme will be mainly for the design and timely implementation of government projects, policies and schemes.

- 5.2 Projects funded partially or in whole by loan/grant from International organizations or trust funds would be governed by the rules that prevail in the respective loan/grant agreements to the extent this is a mandatory requirement and where the provisions in the Public procurement Act conflicts with those rules.

6. Procurement Methods

- 6.1 The following three methods of procurement would be applicable under this scheme:

- (i) selection from open advertised bidding;
- (ii) selection from a shortlist of Service Providers; and
- (iii) direct procurement.

A. Route one: Selection through open advertised bidding

Ministry/Department shall invite from potential bidders through open national advertised bids in local newspapers and Public Procurement Portal.

For contracts above Rs 10 million, open international bidding procedures, as set out at Regulation 5 (2) of the Public Procurement Regulations, should be followed.

B. Route two: Selection from a shortlist

For selection of Service Providers under Route two, the following two-staged procedure shall be followed:

(i) *First stage: Establish a shortlist*

For contract not exceeding Rs 10 million

- (a) the Ministry/Department shall identify potential Service Providers on the basis of own knowledge from official sources or formal enquiries and establish a shortlist. This process must be well documented either through due diligence exercise carried by the Ministry/Department or any report received from other organizations. Moreover, Ministry/Department may also contact development partners such as International Monetary Fund, World Bank, African Development Bank, United Nation Development Program, etc to identify suitable candidates.

- (b) the Ministry/Department may also proceed through Expression of Interest (EOI) and on the basis of responses received, draw a shortlist of potential Service Providers.

For contract exceeding Rs 10 million

- (c) Shortlisting shall be through Expression of interest at international level.

Service Providers should be shortlisted based on their qualifications for the assignment and past experience of handling similar types of projects.

(ii) *Second stage: Launch Request for Proposals*

The short-listed Service Providers will be invited to submit (Request for Proposals or RFP) their Technical and Financial Proposals as per pre-defined format (Annexure 2 – Form F 4).

C. Route Three: Enlistment through Direct Procurement

Enlistment of Service Providers by direct negotiations is permitted under the following cases:

- (i) for tasks that represent a continuation of previous work carried out for the Ministry/Department;
- (ii) situation where the requisite expertise is in limited supply and satisfies the condition as per Section 25(2)(e) of the PPA;
- (iii) in respect of projects funded by foreign states (Government to Government Agreement);
- (iv) in respect of projects approved by the High Powered Committee pursuant to Section 3(1) (b), 3 (1)(c) of the Public Procurement Act; and
- (v) in case of extreme urgency situation arising after natural disasters where timely completion of the assignment is of utmost importance.

6.2 The Standard Request for Proposal document including annexures for Terms of reference format, Supplementary Information for Service Providers and Service Contract are available on the Website of the Procurement Policy Office and the Ministry of Finance and Economic Development.

7. Selection Criteria

7.1 Selection of individual Service Providers will be done through one of the following different selection methods, namely:

- (i) **Combined Quality and Cost based selection (QCBS)** for enlistment of individual Service Provider for a particular expertise.

Proposals will be ranked according to their combined technical and financial scores. The technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightages of 30%. Proposal with the lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices.

The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. The Service Provider achieving the highest combined technical and financial score shall be invited for pre-contract discussions.

- (ii) **Quality and Fixed budget based selection (FBS)** where more than one Service Provider will be enlisted for same expertise i.e. for Chief Information Officer.

The Service Provider that has submitted the highest ranked Technical Proposal within the budget will be selected. Proposals that exceed the indicated budget will be rejected

8. Transfer of Knowledge

- 8.1 An important component under the Expert Skills Scheme, is the transfer of knowledge by the experts to Government officials. This should be part of the Terms of Reference (TOR) and should, therefore, indicate the details about the training and capacity building programme, the skills to be transferred and the time frame. The costs for training and capacity building shall be included in the Service Provider's contract and in the budget for the assignment.

9. Evaluation Committee (EC)

- 9.1 An EC comprising of at least three members shall be constituted by the Supervising Officer to select the Service Provider. The selection process will be two-staged, considering firstly technical proposals and then financial proposals. The EC will allocate marks to select the most suitable candidate for the assignment.

10. The Contract Agreement

- 10.1 Each Service Provider will have to sign a contract agreement with the institution to which his/her services have been enlisted.
- 10.2 The contract agreement will be for the duration of the assignment. However, provisions for termination of contract should be made in case of poor performance. The contract may be renewed if required, for continuity of services for completion of project, succession planning and knowledge transfer.

11. Monitoring Committee (MC)

- 11.1 Service Providers will be required to submit a comprehensive work plan with measurable deliverables and to report to the Supervising Officer of the Ministry/Department on a monthly basis on achievements and as well as constraints.
- 11.2 The Supervising Officer shall constitute a MC comprising at least three members at appropriate level, after the selection procedure is over for monitoring the progress of the assignment. The MC shall be responsible to oversee that the assignment is carried out as per agreed TOR and contractual conditions and to assess the quality of the deliverables.

12. Application for Funds

12.1 Ministries/Departments wishing to procure Services under the Expert Skills Scheme would have to:

- first determine their needs in terms of services required with focus on design and implementation of major priority projects
- prepare the Terms of Reference (TOR) comprising profile of the Service Provider and scope of work/assignments/deliverables/time frames, including transfer of knowledge
- ensure that TORs are Specific, Measurable, Accurate, Reliable, Timely (SMART) and reflect the requirements of the Ministry/Department and are not similar to a scheme of service for any grade
- submit their request for funds under the Expert Skills Scheme, enclosing the proposed TOR to this Ministry.

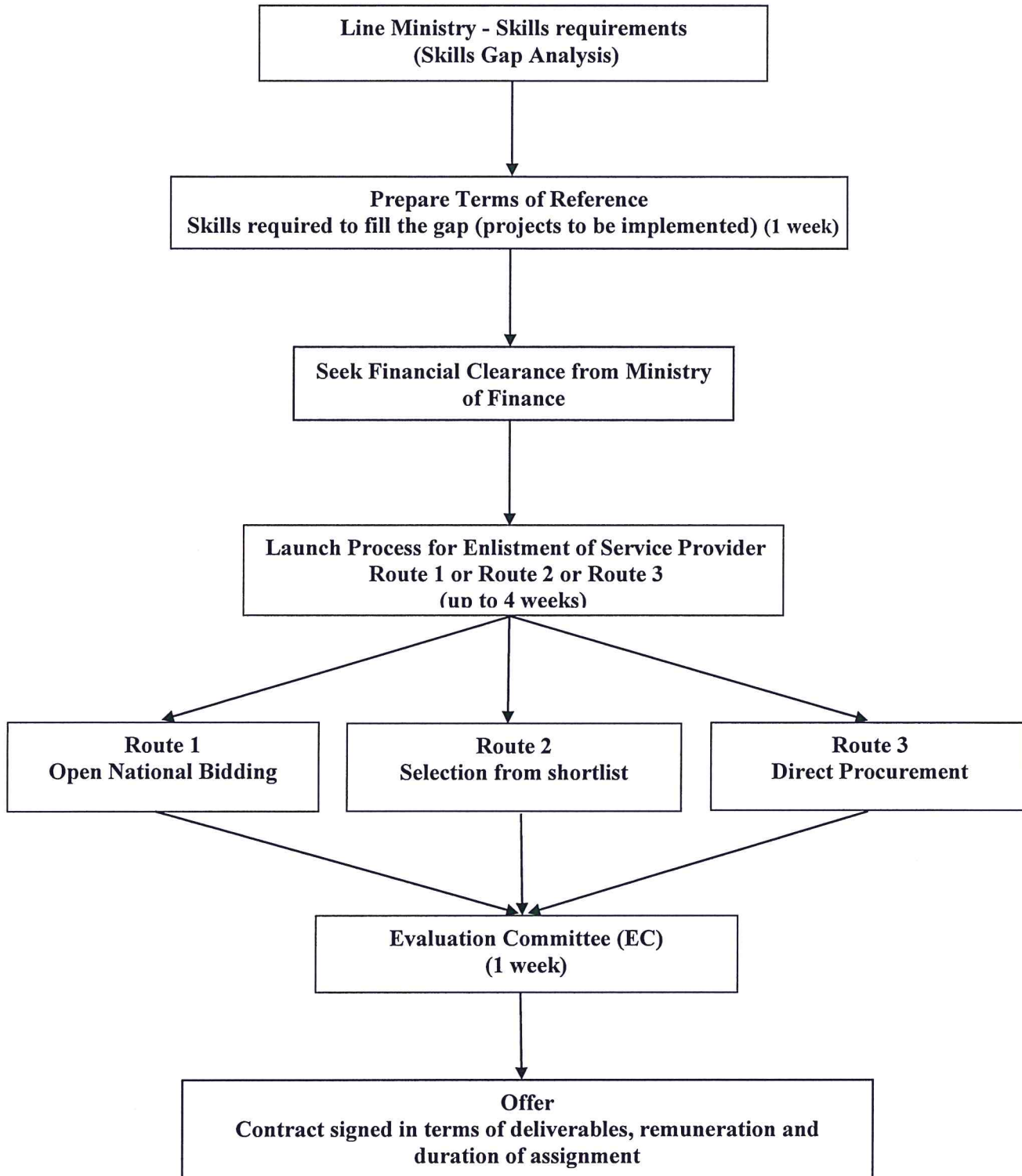
13. General Principles

Conflict of Interest

13.1 The Service Provider shall not receive any other remuneration in connection with the assignment except as provided in the contract. It should be the requirement of the service contract that the Service Providers should provide professional, objective and impartial advice and at all times hold the Ministry's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests.

14. Process Flow Chart

14.1 The process flow chart for enlistment of Service Providers under the Expert Skills Scheme is as follows:



STANDARD REQUEST FOR PROPOSAL

for

Service Provider

Under the

Expert Skills Scheme



Ministry of

Request for Proposal

F o r

Provision of Expert Services under the Expert Skills Scheme

Procurement No: *[insert Procurement Reference No.]*

Issued on:

[Insert name of the Public Body, address, phone & fax numbers, email address and date]

Note: the same RFP document may be used for both open advertised bidding and invitation for proposals from a shortlist.

Request for Proposal

LETTER OF INVITATION

[Insert: Name and Address of Service Provider](if following shortlisting)

Dear Sir,

Subject: *[Title of services required]*

1. You are hereby invited to submit technical and financial proposals for services required under (*...public body to name scheme...*) for the (*... name of public body.....*) which could form the basis for future negotiations and ultimately, a contract between you and the [*public body*].
2. The purpose of this assignment is to:
 - (a)
 - (b)
 - (c)
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 (.....) addressed to the same person mentioned in para. 7. 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*

- (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 be received in the office of the up to 12.00 hours on(allow for at least 28 clear days for bidders to submit their proposal) at the following address:

.....
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)	Adequacy of the proposed technical approach, methodology and work plan in responding to the Terms of Reference a) Technical approach and methodology b) Work plan c) Clear deliverables	30 - 50
(ii)	Service provider qualifications and competence for the assignment a) General qualifications b) Competency for the assignment c) Proven Experience in related field	40 - 60
(iii)	Training of in-house personnel a) Relevance of training program b) Training approach and methodology c) Experience of experts in training	10 - 15

Total points for the two criteria: 100. The minimum technical score required to pass is: **56 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 70 marks for Technical Proposals and 30 marks for Financial Proposals. Proposals from service providers should score at least 80% of the total marks for the Technical Proposals to be retained for further consideration.

Only those service providers scoring a total of 70 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.

10. Please note that the (*name of public body*) 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 of You should base your financial proposal on these figures, giving an indication of man-months considered necessary by you to undertake the assignment. The extent to be spent in Mauritius and that in office outside Mauritius should be clearly indicated. The rate proposed in your submission will be applied in case the duration of the assignment is to be extended.

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 _____, you will be expected to take up/commence with the assignment inweeks' 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.

17. We commit ourselves to maintain the highest standard of integrity and ethical principles during all stages of the procurement cycle.

18. 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.

19. The (... ..*name of public body*....) 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

Part 2. The Services:

Part 3. Facilities to be provided by the Ministry

Part 4. Contract duration and fees

(a) Duration of initial contract

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

(c) Payment

Part 5. Deliverables

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

Hiring of Service Providers for (.....)

I herewith enclose Technical and Financial Proposals for selection as Service Provider for the (-----*name of public body*-----).

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 Services¹

Remuneration:

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

Out-of-Pocket Expenses² :

(a) Per Diem ³ :	Room charges	Subsistence	Total	Days	

(b) Air fare				
(c) Lump Sum Miscellaneous Expenses ⁴ :				
			Sub-Total (Out-of-Pocket)	
			Contingency Charges:	
			Total Estimate:	

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

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

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

⁴ To include reporting costs, visa, inoculations, routine medical examination, minor surface transportation and communications expenses, portage 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

