



REPUBLIC OF MAURITIUS

***Ministry of Industry, SME and Cooperatives
(Industry Division)***

Request for Proposal For

**The Selection of an Administrative and Finance
Assistant (on Contract basis)**

under the

**Project: Accelerating the Transition to a Net-Zero
Nature-Positive Economy in Mauritius (NZNPA)**

Procurement No: IND/RFP 01/2026-2027

***LEVEL 7, AIR MAURITIUS CENTRE, PRESIDENT JOHN KENNEDY STREET,
PORT LOUIS, MAURITIUS***

Tel: (230) 210 7100/ 210 0031 Fax: (230) 211 0855

E-Mail: mind@govmu.org

Request for Proposal

LETTER OF INVITATION

22 September 2026

Dear Sir/Madam,

The Selection of an Administrative and Finance Assistant (on Contract basis) under the Project: Accelerating the Transition to a Net-Zero Nature-Positive Economy in Mauritius (NZNPA)

1. Eligible bidders (on an individual basis) are hereby invited to submit technical and financial proposals for consultancy services as **Administrative and Finance Assistant** (on Contract basis) under the Project: Accelerating the Transition to a Net-Zero Nature-Positive Economy in Mauritius (NZNPA) for the **Ministry of Industry, SME and Cooperatives (Industry Division)** which could form the basis for future negotiations and ultimately, a contract between the selected consultant and the **Ministry of Industry, SME and Cooperatives (Industry Division)**.
2. The purpose of this assignment is to hire the services of an **Administrative and Finance Assistant** for the implementation of the project - Accelerating the Transition to a Net-Zero Nature-Positive Economy in Mauritius (NZNPA)- for which funding has been secured from the Global Environment Facility (GEF).
3. The following documents are enclosed to enable a consultant to submit a proposal:
 - (a) the Terms of Reference (TOR) (Annexure 1);
 - (b) supplementary information for consultants, including a suggested format of curriculum vitae (Annexure 2); and
 - (c) a sample format of the Service Contract under which the service will be performed (Annexure 3).
4. Any request for clarification should be forwarded via fascicle **230 211 0855** or e-mail at ndurgahee@govmu.org addressed to:

**The Permanent Secretary
Ministry of Industry, SME and Cooperatives
(Industry Division)
(Attn: Mrs. N. Durgahee)
7th Floor, Air Mauritius Centre
President John Kennedy Street
Port Louis
Republic of Mauritius**

Request for clarifications should be received **14 days** prior to the deadline set for submission of proposals in paragraph 7.

5. The Government of the Republic of Mauritius requires that bidders (on an individual basis) participating in the procurement in Mauritius observe the highest standard of ethics during the procurement process and execution of contracts.

Consultants 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/ Conflict of Interest**

- (a) A consultant 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 consultants 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) **A public officer should obtain the necessary approval from his employer that he/she will be available on a full-time basis for the entire duration of the contract; the Public Officer should provide evidence of such approval and his/her employer has been made aware of his/her bid.**
- (d) **Consultants should submit a statement on past and present declaration of ineligibility, if any, by any national or 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 shortlisted consultants shall be submitted in two separate envelopes, viz., Technical and Financial, and should follow the form given in the "Supplementary Information for Consultants." The proposals should be deposited in the **Bid Box** of the **Ministry of Industry, SME and Cooperatives (Industry Division)** or submitted by **Rapid Courier Service or Registered Post** at latest **14 00 hours (Mauritian Time) on Thursday 22 October 2026** at the following address:

**The Permanent Secretary
Ministry of Industry, SME and Cooperatives
(Industry Division)
Level 7, Air Mauritius Centre
President John Kennedy Street,
Port Louis
Republic of Mauritius**

The original and two copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL”. Similarly, the Financial Proposal shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the Procurement reference number and the name of the assignment, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.”

*The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and reference number, and be clearly marked “DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE **Thursday 22 October 2026 at 14 00 hours (Mauritian Time)**”. The Client shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be cause for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.*

The estimated number of Professional staff-months for executing the assignment shall be four years.

As it is a fixed-budget-based assignment, the available budget is **Rs 2,654,340 (VAT Excl.)** and the Financial Proposal shall not exceed this budget.

Proposals shall not be submitted by electronic mail.

8. Public Opening, Evaluation of Proposals and Deciding Award of Contract

- 8.1 After the technical evaluation is completed, the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants who have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for

attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.

- 8.2 Financial Proposals shall be opened in the presence of the Consultants or their representatives who choose to attend. The name of the consultants and the technical scores of the consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants, upon request.
- 8.3 The Client will correct any computational error. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 8.4 As Fixed-Budget Selection has been used, the Client will select the consultant that **submitted the highest ranked Technical Proposal within the budget**. Proposals that exceed the indicated budget will be rejected. The evaluated proposal price of the selected consultant shall be considered, and the latter will be invited for negotiations.
- 8.5 Qualification and experience of the consultants shall be considered as the paramount requirement. The proposals will be evaluated on the basis of a maximum of 100 marks for Technical Proposals. Proposals from consultants should score at least 70 marks for the Technical Proposals to be retained for further consideration.
- 8.6 Only those consultants **scoring at least 70 marks on the Technical proposal shall be considered for the assignment**. Negotiations will start with the Consultant scoring the highest marks and if negotiation is not successful, negotiation will start with the next best ranked Consultant 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.

8.7 Evaluation of the Technical Proposals shall be made according to the following criteria:

Criteria		Maximum Marks
Qualifications <i>(Documentary evidence is to be provided)</i> <i>(The onus of submitting certificate of equivalence will be on the applicant.)</i>	- An undergraduate degree in any of the following fields: - Engineering - Economics, - Project Management - Business Management - Finance or any other related field of study.	25
Experience and skills	- Has at least two years' related experience in: - project management or - administrative tasks or - financial reporting.	25
	- One years' experience working with: - Ministries or other public institution(s) or - private sector organisations.	15
	Proficient in computer skills, particularly in Excel.	15
Adequacy of Workplan	Workplan	10
Language Requirements	Proficient in English, both spoken and written.	10
Total marks		100

Note: Non-submission of educational certificates will result in zero marks allocated. Proof of experience, and evidence of proficiency in English and computer skills will need to be produced at pre-award negotiation.

9. Please note that the **Ministry of Industry, SME and Cooperatives (Industry Division)** is not bound to select any of the consultants submitting proposals.

10. It is estimated that the minimum duration of the assignment shall be for a period of **four 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.

11. You are requested to hold your proposal valid for 90 days from the deadline for submission of proposals during which period you will maintain without change, your proposed price. The **Ministry of Industry, SME and Cooperatives (Industry Division)** will make its best efforts to finalise the agreement within this period.

12. A pre-award negotiation meeting will be held by the Client with the selected consultant prior to awarding the Service Contract. The selected consultant will need to produce required proof of qualifications, work experience and evidence of proficiency in computer skills and English language, amongst others.

13. Assuming that the Service Contract can be satisfactorily concluded in one month as from the closing date, you will be expected to take up/commence with the assignment by November 2026.

14. **Tax Liability**

Please note that the remuneration which you receive from this contract will be subject to normal tax liability in Mauritius.

Consultants should be **Mauritian Nationals** and are requested to contact the Mauritius Revenue Authority at the following address to obtain the relevant information in this respect.

Mauritius Revenue Authority
Ehram Court, Cnr Mgr. Gonin & Sir Virgil Naz Streets,
Port Louis, Mauritius
Tel: +230 207 6000 Fax: +230 207 6053
Email: largetaxpayer@mra.mu
Website: <http://mra.mu>

15. The Consultant 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 Industry, SME and Cooperatives (Industry Division)** would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

N. Durgahee (Mrs)
For Permanent Secretary

Enclosures:

Annexure 1: Terms of Reference.

Annexure 2: Supplementary Information to Consultant.

Annexure 3: Draft contract under which service will be performed.

TERMS OF REFERENCE

<i>Consultancy Services as:</i>	Administrative and Finance Assistant (on Contract basis)
<i>Duration and Type of Assignment:</i>	4 years duration on a full-time basis
<i>Client:</i>	Ministry of Industry, SME and Cooperatives (Industry Division) 7 th Floor, Air Mauritius Building, President John Kennedy Street, Port-Louis.

1.0 Introduction

The Ministry of Industry, SME and Cooperatives (Industry Division) is seeking consultancy services to act as an **Administrative and Finance Assistant** for the implementation of a project for which funding has been secured from the Global Environment Facility (GEF).

2.0 Assignment Purpose and Organisational Context

Project Background

Mauritius, as a Small Island Developing State, faces significant challenges to decarbonise the manufacturing sector and reverse the loss of biodiversity at national level. While there is a general effort to achieve Net-Zero emissions in the long-term, the same cannot be said regarding biodiversity loss, left alone enhancements in ecosystems functions and services - i.e. the Nature-Positive aspect. This is due to prevailing barriers in achieving Net-Zero, Nature-Positive (NZNP) targets, including: inadequate level of integrated long-term policy planning; lack of conceptual and practical knowledge on NZNP; lack of tools and lack of capacities on NZNP aspects; limited financing to support investments in NZNP initiatives; and the need to revise regulatory framework to protect natural capital and their ecosystem more effectively.

The Project

The Ministry of Industry, SME and Cooperatives (Industry Division) has secured funding from the GEF to implement the Project “*Accelerating the Transition to a Net-Zero Nature-Positive Economy in Mauritius*” (NZNPA). It is the Executing Agency to lead the project implementation and the United Nations Environment Programme (UNEP) is the GEF Implementing Agency. The project will span over a period of 4 years.

The overarching objective of the project is to accelerate the decarbonisation of the manufacturing sector for higher productivity and enhanced competitiveness, as well as establish the enabling environment to support the integration of nature-based solutions at national level. In effect, the project seeks to address the barriers mentioned above, as well as their root causes. The specific objectives of the Mauritius NZNPA project are:

Specific objective 1: Formulation and adoption of net-zero strategies that incorporate biodiversity conservation and land degradation neutrality that adopts a whole-of-government approach in terms of national-level institutional coordination and long-term, integrated macroeconomic planning supported by the Ministry of Financial Services and Economic Planning, and Maurice Stratégie. A specific outcome will be a NZNP Vision for Mauritius accompanied by NZNP targets;

Specific objective 2: Adoption of the climate-nature nexus approach for low-carbon, climate-resilient planning, implementation, monitoring and evaluation, and reporting to implement the provisions of the Climate Change Act 2020, as well as delivering on the Sustainable Development Goals and producing global environmental benefits in terms of Green House Gas emissions reductions and conservation of ecosystem services;

Specific objective 3: Investments in NZNP-aligned projects in the manufacturing sector; namely, in Nature-Positive solar photovoltaic installations, energy efficiency measures and materials circularity; and

Specific objective 4: Integrating Nature-Positive indicators in the MauNDC Registry for monitoring progress towards NZNP targets.

These specific objectives are expected to be achieved through three project Components and Outcomes as follows:

Component 1: Country-wide NZNP actions – The expected outcome is ‘The Government of Mauritius takes steps to adopt a long-term Mauritius NZNP Strategy and Action Plan’;

Component 2: Manufacturing sector NZNP enabling environment and investments – The expected outcome is ‘Manufacturing sector actors take steps to adopt a sectoral NZNP strategy and de-risking mechanisms to incentivise investments in NZNP solutions’; and

Component 3: Monitoring and Evaluation, and Knowledge Management – The expected outcome is ‘Project is monitored and evaluated, and knowledge is effectively managed for scaling up investments in NZNP initiatives’.

These project components comprise 13 outputs, 34 deliverables and 4 core indicators.

Additional information on the project can be obtained at the following link:
<https://industry.govmu.org/Pages/NZNPA-Project.aspx>

3.0 Duties, Responsibilities and Deliverables

The **Administrative and Finance Assistant (AFA)** shall be a **Mauritian National** who will be selected by the Ministry of Industry, SME and Cooperatives (Industry Division).

The AFA will report to the National Project Director (Principal Industrial Analyst - Project and Programme Unit, Industry Division). He/she will form part of the personnel in the

Project Management Unit (PMU) which will be responsible to manage the implementation and, monitoring and evaluation of the Mauritius NZNPA project.

The AFA will carry out both administrative and financial management duties, namely:

- Assist in budgetary control and processing of all financial transactions;
- Assist in the preparation of financial reports;
- Support to process procurements and other administrative tasks;
- Assist with the annual audit exercise and reporting;
- Assist in the preparation of progress reports;
- Assist in the organisation of meetings, trainings, workshops and any other relevant events;
- Provide secretarial assistance in the organisation of national Project Steering Committee;
- Provide assistance to the Project Technical Coordinator who will head the PMU and in the overall management and oversight of project activities;
- Deliver to the required standard of quality within the approved timeframe and budget;
- Assist in coordinating project execution and liaison with national stakeholders (relevant ministries, national agencies, private sector, NGOs, etc.);
- Ensure project documentation (e.g., expenditure reports, progress reports, Project Implementation Reports, minutes of meetings, deliverables from consultants, inventory reports, co-financing reports, audit reports, cash advance requests to UNEP, correspondences from stakeholders, etc.) are properly maintained in hard and electronic copies for audit purposes and when required by the Executing Agency, UNEP or the Project Steering Committee;
- Maintain an inventory of all assets procured under the project;
- Undertake timely reporting to the National Project Director (NPD) and the GEF Implementing Agency (UNEP) as per the Monitoring and Evaluation (M&E) Plan and the Project Cooperation Agreement (PCA) requirements;
- Demonstrate his/her best efforts in achieving the assigned tasks;

- Carry out other cognate duties as assigned by the Project Technical Coordinator and the National Project Director.

The AFA will be required to work both remotely and at the Client's premises to ensure the efficient delivery of the Services. He/ She will need to be present at the Client's premises for a minimum of twenty-five (25) hours per week during normal business hours, unless otherwise as required by the National Project Director.

4.0 Key Results Expected

The AFA will ensure:

- achievement of project objectives, outcomes and outputs as per the “NZNPA Project Document” which can be obtained at the following link:
<https://industry.govmu.org/Pages/NZNPA-Project.aspx>

5.0 Requirements

The Consultants submitting proposals must meet the following minimum qualifications and experience:

(i) Academic Qualifications:

- An undergraduate degree in **any** of the following fields:
 - Engineering
 - Economics
 - Project Management
 - Business Management,
 - Finance
 - **or** any other related field of study.

(Documentary evidence is to be provided for all academic qualifications. The onus of submitting certificate of equivalence, wherever required, will be on the applicant.)

(ii) Professional Experience:

- have at least 2 years' related work experience in

- project management **or**
 - administrative tasks **or**
 - financial reporting.
- have at least one-year experience working with:
 - ministries or other public institution(s); **or** private sector organizations.

(iii) Communication and Reporting Skills:

- Proficiency in oral and written English.
- Clear analytical, drafting and presentation skills.

(iv) Other Requirements:

- Proficiency in computer skills, including Excel.
- Ability to work in team and under pressure; meet deadlines and deliver results.
- Demonstrate commitments and dedication.

Note: Proof of professional experience, and evidence of proficiency in English; and proficiency in computer skills will need to be produced at pre-award negotiation.

6.0 Facilities to be provided by the Ministry:

Office accommodation; equipment such as a laptop and a printer; and stationeries will be provided to the AFA during the assignment.

7.0 Contract Duration and Fees

7.1 Duration of initial Contract

The Contract will be for a **period of four (4) years**. It is estimated to start as from the date of signature of contract between the Ministry and the Consultant, expected to be by **end of October – November 2026**, on a **full-time basis**.

7.2 State whether contract is on a lump-sum or time-based

The contract is lump-sum based and the selection will be made under Fixed Budget Selection. Under Fixed-Budget Selection, the Client will select the consultant that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected and the selected consultant will be invited for negotiations.

The available budget is **Rs 2,654,340 (VAT Excl.), including travelling expenses**, and your Financial proposal shall not exceed this budget.

7.3 Payment

Payment of fees will be fixed and made on a **monthly basis** upon submission of a monthly progress report, approved by the National Project Director to ensure quality of work being delivered and as per the Duties, Responsibilities and Deliverables of the Client.

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals

1. Proposals should include the following information:

(a) Technical Proposals

- (i) Curriculum Vitae of Consultant (F-2).
- (ii) An outline of recent experience on assignments/ projects executed during the last five years (if applicable) in the format given in Form F-3.
- (iii) Any comments or suggestions of the Consultant on the Terms of Reference (TOR).
- (iv) A description of the manner in which the Consultant would plan to execute the work.
- (v) The Consultant'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 Consultant and initial a draft contract by the conclusion of negotiations. Negotiations commence with a discussion of Consultant'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 and reporting schedule.

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

The financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates except in the event that there is only one responsive bidder whose evaluated rates substantially exceed the estimated cost and a re-bid exercise is not considered practical, such rates may be exceptionally negotiated.

Review of reports

5. A review committee of three members will review all reports and suggest any modifications/changes considered necessary within 15 days of receipt.

FORM NO. F-1

From: _____

To: _____

Sir

The Selection of an Administrative and Finance Assistant (on Contract basis) under the Project: Accelerating the Transition to a Net-Zero Nature-Positive Economy in Mauritius (NZNPA)

I _____ herewith enclose Technical and Financial Proposals for selection as Consultant for the Ministry of Industry, SME and Cooperatives (Industry Division)

I undertake that, in competing for (and, if the award is made to me, 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 I have taken steps to ensure that no person acting for me or on my behalf will engage in any type of fraud and corruption during my participation in the bidding process and I commit myself to observe the same principles if the contract is awarded to me and during its execution. I understand that transgression of the above is a serious offence and appropriate actions will be taken against me.

Yours faithfully,

Signature: _____

Full name: _____

Address: _____

Contact Details: _____

FORM F-2

FORMAT OF CURRICULUM VITAE (CV) FOR CONSULTANT

Name of Consultant: _____

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 few years, also give types of activities performed and employer's 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 Consultant]

Full name of Consultant: _____

FORM F-3**ASSIGNMENTS SUCCESSFULLY COMPLETED DURING LAST FIVE YEARS (if applicable)**

1. Outline of recent experience on assignments:

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 Estimate of Services¹

Remuneration:

Consultant Name	Monthly Rate (in currency)	Working Months	Total Cost (in currency)
------------------------	---------------------------------------	-----------------------	-------------------------------------

_____	_____	_____	_____
-------	-------	-------	-------

Sub-Total (Remuneration): _____

Out-of-Pocket Expenses² :

(a) Lump Sum Miscellaneous Expenses³ : (Not Applicable)

Sub-Total (Out-of-Pocket) (Not Applicable)

Contingency Charges: (Not Applicable)

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 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

PUBLIC BODY

AND

The CONSULTANT

TABLE OF CONTENTS

	Page
Preamble	2
Article I Scope of Services	24
Article II Commencement of Services and Duration of Contract.....	24
Article III Duties of the Consultant.....	25
Article IV Payment for the Services	26
Article V Confidentiality and Ownership of Documents	26
Article VI Assignment and Sub-Contracting	26
Article VII Liability of the Consultant	27
Article VIII Force Majeure	27
Article IX Termination of Contract.....	28
Article X Dispute Settlement	28
Article XI Modification or Amendment	29
Article XII Effective Date.....	29
Article XIII Channel of Communications and Notices	30
Article XIV Governing Law	31
ANNEX I Terms of Reference	
ANNEX II Contract Amount and Method of Payment	

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

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 Consultant 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 Consultant 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 Consultant 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 XXXXX 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 XXXX.

ARTICLE III
DUTIES OF THE CONSULTANT

- 3.1 The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant in obtaining such visas and/or permits.

ARTICLE IV
PAYMENT FOR THE SERVICES

- 4.1 The *[Public body]* shall pay to the Consultant, 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 Consultant 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 Consultant in connection with or by virtue of the present Contract, shall be treated as confidential by the Consultant, and the Consultant 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 Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant 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 Consultant 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 CONSULTANT

- 7.1.1 The Consultant 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 Consultant 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 Consultant, terminate the present Contract for cause if the Consultant has failed to perform the Services or to comply with his/her other obligations under the Contract.
- 9.2 The *[Public Body]* may terminate this Contract for its convenience at any time upon a determination that because of changed circumstances the continuation of the contract is not in the public interest.
- 9.3 The Consultant 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. The Consultant shall not be entitled to recover anticipated profits on the completion of the contract.

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 NOTICE

- 13.1 For the purposes of the present Contract, the authorized representative of the *[Public Body]* shall be the XXXXXX 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 Consultant :

Mail Address : _____

Telephone : _____

E-mail : _____

ARTICLE XIV

(i) 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 CONSULTANT

Annex 1- Terms of Reference

Annex 2- Contract Amount and method of payment