

Small Farmers Welfare Fund (SFWF)

Request for Proposal

for Provision of Consultancy Services for the Design and Supervision for the Construction of Culverts at Nouvelle France, Grand Bois & Bois Cheri

Procurement No: SFWF/Consultant/01/25

Ref: SC/SRFP27-SIA/01-24

Small Farmers Welfare Fund
2nd Floor, MCIA (Ex- FSC) Building, St Pierre
Tel No: 433 2052/433-1564/65/66
Fax No: 433 3249
Email Add: info@sfwfund.com
Website: <http://sfwf.govmu.org>

30 August 2025

Request for Proposal

LETTER OF INVITATION

Dear Sir,

Subject: Consultancy Services for the Design and Supervision for the Construction of Culverts at Nouvelle France, Grand Bois & Bois Cheri

1. You are hereby invited to submit technical and financial proposals for consultancy services required for the Design and Supervision for the Construction of Culverts at Nouvelle France, Grand Bois & Bois Cheri which could form the basis for future negotiations and ultimately, a contract between you and the **Small Farmers Welfare Fund (SFWF)**.
2. The purpose of this assignment is to **undertake all necessary surveying, design, preparation of bidding documents, and supervision of works for the construction of approximately sixteen (16) culverts in the regions of Nouvelle France, Grand Bois and Bois Cheri, in accordance with the Terms of Reference attached herewith.**
3. The following documents are enclosed to enable you to submit your 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 (433 3249) or e-mail (procurement@sfwfund.com) 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.

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**
 - 6.1 (a) In accordance with CIDB Act 2008, Consultants, whether local or foreign under an existing or intended joint venture operating in the construction sector have the statutory obligation to be registered with the Construction Industry Development Board (CIDB), as appropriate, prior to bidding for the project.

(b) Consultants are strongly advised to consult the website of the CIDB cidb.govmu.org for further details concerning registration of consultants.

- 6.2 (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) Consultants 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 Consultant shall be in one envelope, clearly labelled, and should be deposited in the Bid/Tender Box located at **Small Farmers Welfare Fund, 2nd Floor, FSC Building, St Pierre, not later than Tuesday 30 September 2025 at 3.00 p.m local time**. Late submissions will be rejected.

Proposals should **not** be forwarded by electronic mail.

8. **Deciding Award of Contract**

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 70 marks for Technical Proposals and 30 marks for Financial proposals. Proposals from consultants should score at least 50 marks for the Technical Proposals to be retained for further consideration.

Only those consultants scoring a total of 70 marks on the overall assessment 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 breakdown and other clarifications to the proposals submitted by you, as may be required to adjudge the reasonableness of your price proposals.

9. Please note that the Small Farmers Welfare Fund 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 **sixteen (16) months**. 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.

11. You are requested to hold your proposal valid for 60 days from the deadline for submission of proposals during which period you will maintain without change, your proposed price. The Small Farmers Welfare Fund will make its best efforts to finalize the agreement within this period.
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 has been awarded to you in **November 2025**, you will be expected to take up/commence with the assignment in **two (02) weeks time** as from the date of the signing of contract by both parties.

14. Tax Liability

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

Consultant, other than Mauritian nationals, shall be subject to local taxes (such as: value added tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract.

Note: With respect to temporary admissions, the temporary admission regime under the Customs Act will apply.

Consultants 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 Small farmers Welfare Fund 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 Consultant.

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

TERMS OF REFERENCE

1.0 BACKGROUND

The Road Mending Scheme (RMS) was introduced in the National Budget 2023/24 to rehabilitate roads and build appropriate drainage systems in tea plantations at Nouvelle France, Grand Bois and Bois Cheri. The total length of tea roads measured was approximately 31.4 km. The first phase of the works that is refurbishment works (patching and clearing of roadsides) was completed in the month of November 2024.

Following the successful completion of this phase, funding has now been provided in the National Budget 2025/26 to execute the second phase, that is the rehabilitation and construction of sixteen (16) culverts along tea fields in the above mentioned regions.

The construction of the culverts is of essence to evacuate excess water caused by frequent heavy rainfall in these regions and amongst others to:

- Improve drainage system to mitigate the adverse effects of climatic change.
- Prevent flooding of fields hence reducing crop losses and of top fertile soil.
- Prevent flooding of access roads, hence increasing the life time & refurbishment works done on these roads.

2.0 PROJECT OBJECTIVES

The project aims at conducting a survey, design, preparation of bid document and supervision for the construction of approximately sixteen (16) culverts in the regions of Nouvelle France, Grand Bois and Bois Cheri.

The study shall comprise the following:

- (i) A survey of the project site to assess the site conditions (topographical, geotechnical...etc.). Any land clearing required to investigate the project site shall be at the cost of the consultant.
- (ii) An analysis and survey of the catchment area concerned.
- (iii) Collection of rainfall data from the Mauritius Meteorological Services in the region.
- (iv) Design of the culverts, considering the most economical and appropriate drainage solution.
- (v) Request wayleave/approval from concerned authorities
- (vi) Preparation of any hydrological report for submission to the concerned authorities.

3.0 SCOPE OF SERVICES, TASKS AND EXPECTED DELIVERABLES

The scope of consultancy services will be as outlined below. The consultant will be responsible for all technical investigations and preparation of essential documents for executing the assignment.

3.1 Inception Report

The Consultant shall collect, review and analyze all available data pertaining to the project. The findings of the review and analysis shall be summarized in an Inception Report. The Report shall include, but not limited to the following:

- a) Collection, review and analysis of existing data, drawings and information related to the project.
- b) Proposed methodology to carry out the investigations and studies.
- c) Work schedule of the Consultant's services and recommendations for all the Parts of the Study, with justifications.
- d) Any additional information and assistance required by the Client within the framework of the Consultancy Agreement.

3.2 Data Collection and Verification

- a) The Consultant shall be responsible for conducting such field investigations as necessary to enable the proper planning of the subsequent phases of the project. The Consultant shall be fully responsible for correctness of the requisite field investigations that shall be conducted under his overall guidance and supervision.
- b) Ground Based Surveys; any required Ground Based Survey/Topographical Survey shall be carried out by the consultant for the design of the culverts.
- c) Site characteristics: investigation of soil conditions, classification, slope, drainage and other related aspects.
- c) Meteorological Data: Rainfall data and other relevant meteorological data necessary for execution of the project can only be acquired from the Mauritius Meteorological Services. It is the responsibility of the bidders to find out from the Mauritius Meteorological Services about the availability of data they shall need for the project, the format in which they are available and associated costs prior to submitting their offer.

3.3 Preliminary Design Stage

Upon collection of all data, the consultant shall carry out the preliminary design and submit same to the Client.

The consultant shall analyse the data collected and propose relevant dimensions of culverts.

Submission under this stage of the Consultancy Contract shall be made in form of a **Preliminary Design Report**.

The consultant shall liaise with all concerned authorities and send the report to them for approval, providing all requested information/submissions to the authorities.

The consultant shall take into consideration all the design requirements of all concerned authorities and abide by them.

3.4 Detailed Design Stage

Following the approval of the Preliminary Design Report, the Consultant shall carry out the detailed design and submit same to the Client.

The Detailed Design stage for the culverts shall comprise of:

1. Topographical and other surveys
2. Investigate all site features which may affect design of the works
3. Carry out detailed design of all the components of the works. Design should be according to the latest British Standard or any other equivalent standard acceptable to the Client.
4. Prepare and submit design calculation notes to enable the Client to appraise the designs and their conformity to his requirements.
5. Prepare engineering drawings to be used for bidding and construction of the works.
6. Prepare the Bill of Quantities to be used for assessing the cost of the works.
7. Prepare detailed confidential cost estimate.
8. Provide the Client with any technical advice he requires in deciding the way in which the project must be implemented.
9. Preparing monthly reports for the information of the Client and the funding agencies and to obtain decisions and directives on any particular aspect of the services.
10. Detailed designs using relevant software and prepare detailed drawings and cost estimates for specific project components.

Submission under this stage to be made in the form of a **Detailed Design Report**. The Consultant shall provide the appropriate personnel to carry out the detailed designs.

3.5 Preparation of Bidding Document & Tender Stage

The works will be implemented through contracts. The consultant shall submit a set of draft bid documents, which shall be examined and approved by the Client.

The Bid Document shall:

1. Conform to the Public Procurement Act, the laws of Mauritius and to the requirement of the Client.

2. be based on e-Procurement of PPO Mauritius.
3. Provide for 12 months Defects Liability Period.

The Consultant shall assist the Client in the invitation of Bids advertisement, conduct pre bid visit and in the preparation of necessary replies to queries from prospective Bidders. The replies shall need to be finalised in consultation with the Client before issue to prospective Bidders.

The Consultant shall attend meetings with the Client regarding any matter relating to the Bid exercise for construction works.

The Consultant shall assist the Bid Evaluation, prepare and submit Bid Evaluation Reports, making clear and firm recommendation for award of Contract.

To assist the Client in any pre-award and post award negotiations.

The consultant shall take into consideration all the design requirements of all concerned authorities and abide by them.

3.6 Contract Management and Supervision of Works

1. Provide contract management services, including general liaison with the Employer and contractor(s) and attending all coordination meetings with the Employer as requested.
2. Participate in handing over of the site to the works contractor.
3. Carefully review and advise on the contractors' detailed work plans and activity schedules, in view of acceptable construction processes and the contract period.
4. Organize and manage monthly site meetings to be attended by representatives of the various stakeholders (Consultant's key staff and Ministries' representatives), including formal invitations, chairing and preparation/issue of meeting minutes.
5. Provide full-time well-trained site supervisor whose tasks during the site execution of the works and supplies contracts shall include:
 - Inspect site activities on a daily basis and confirm specified design and quality of the works;
 - prepare and issue necessary remedial site instructions.
 - Record on a daily basis the contractors' labour force, major equipment, materials on site and
 - works activities performed and prepare weekly progress reports.
 - Closely watch progress and timelines of planned construction/installation activities.

- Participate in the provisional hand over inspections and preparation of snag lists.
 - Inspect and confirm the rectification of defects listed in the snag lists or identified during the DLP.
 - Participate in the final inspections and hand over.
6. Conduct regular site inspection visits by relevant key staff on the Consultant's team
 7. Carry out regular measurements required for checking contractors' valuations of works and preparing related payment certificates.
 8. Participate in handing over, issuing of snag list and Practical Completion Certificate including submission of detailed As-made drawings including layouts, cross sections and longitudinal sections.
 9. Perform the final handing-over at the end of the Defects Liability Period and Prepare Final Payment Certificate.

3.7 Staffing Requirements

Technical Proposals shall comply with the following **minimum staffing** requirement for consideration as follows: -

Sr No.	Title	Minimum Qualification
1	Project Director/ Manager (1 No.)	<u>Academic Qualifications:</u> Degree Holder in Civil Engineering, registered with the local council or an international professional body. <u>General Experience:</u> A minimum of 10 years' post registration <u>Specific Experience:</u> Involved as Project Director/Manager in the construction of at least two projects involving construction of culverts over the last ten (10) years.
2	Civil Engineer (1 No.)	<u>Academic Qualifications:</u> Degree Holder in Civil Engineering, registered with the local council or an international professional body. <u>General Experience:</u> A minimum of 8 years' experience in Civil Engineering works. <u>Specific Experience:</u> Involved as Civil Engineer in the Design of at least two projects involving construction of culverts over the last ten (10) years.
3	Structural Engineer (1 No.)	<u>Academic Qualifications:</u> Degree Holder in Civil Engineering with specialisation in Structural Engineering. <u>General Experience:</u>

		<p>A minimum of 8 years' experience in design of civil/structural works.</p> <p><u>Specific Experience:</u></p> <p>Involved as Structural Engineer in at least two projects involving construction of culverts over the last ten (10) years.</p>
6	Quantity Surveyor/ Cost Estimator (1 No.)	<p><u>Academic Qualifications:</u></p> <p>Degree Holder in Quantity Surveying, registered with a relevant Professional Body</p> <p><u>General Experience:</u></p> <p>A minimum of 8 years' experience in Quantity Surveying/Cost Estimating of projects</p> <p><u>Specific Experience:</u></p> <p>Involved as Quantity Surveyor/ Cost Estimator in at least two Civil work projects.</p>

Note:

- 1) For key personnel, the projects submitted to demonstrate the specific experience of proposed personnel must specify clearly the following, where appropriate: -
 - i. The start and completion date of the project must be mentioned in the list of projects submitted.
 - ii. Where experience in design, design review and/or construction are mentioned in the minimum qualifications, same must be mentioned in the list of projects submitted.

3.8 Time and Payment Schedule for Deliverables

Reports and Documents to be submitted as follows:

Documents/ Reports (Milestone)	No. of Hard Copies per Contract	When to Submit	Time Frame for Approval	% Disbursement
1. Design and Tender Stage				
Inception Report	2 + 1 Soft Copy	Within 3 weeks after start of Consultancy Contract	Approval by Client within 1 week after receipt of Inception Report	0
Preliminary Design Report	2 + 1 Soft Copy	Within 6 weeks after approval of Inception Report	Approval by Client within 2 weeks after receipt of Preliminary Design Report	10
Detailed Design Report	2 + 1 Soft Copy	Within 6 weeks after approval of Preliminary Design Report	Approval by Client within 2 weeks after receipt of Detailed Design Report	15

<i>Documents/ Reports (Milestone)</i>	<i>No. of Hard Copies per Contract</i>	<i>When to Submit</i>	<i>Time Frame for Approval</i>	<i>% Disburseme nt</i>
E-bid documents	3+1 soft copy	Within 4 weeks of approval of Detailed Design Report	Approval by Client within 2 weeks of submission of E-bid documents	10
Evaluation reports	1+1 soft copy	As per the procurement schedule	Approved by the Departmental Bid Committee	5
TOTAL				40%
2. Contract Supervision Stage				
Overall Contract Period for Works	Duration (Months)			55%
	8 months			
Defects Liability Period	6 months			5%
TOTAL				60%

Note: All documents must be submitted in pdf and word version. Bill of Quantities must be submitted in Excel version. All drawings must be submitted in an editable CAD version.

4.0 Reports and Disbursement

A Project Implementation committee should be set up to assess the main requirements of the reports/stages mentioned in Section 3.8, consisting of the following members:

- (i) A representative from the Ministry of Agro Industry (Administration).
- (ii) A representative from Small Farmers Welfare Fund.
- (iv) A representative from the Engineering Division of the Ministry of Agro Industry.
- (v) A representative from the FAREI.
- (xiii) A representative from the National Development Unit.
- (xiv) A representative from the Water Resources Unit.
- (xiv) A representative from the Land Drainage Authority

The committee will approve the disbursement of funds after approval of the respective reports/stages mentioned in section 3.8.

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 of similar nature executed during the last five years 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 (weeks) 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

Hiring of Consultancy Services for (.....)

I/We _____ herewith enclose Technical and Financial Proposals for selection as Consultant for the (-----*name of public body*-----).

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

I/we 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: _____

and address: _____

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 ten 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 Consultant]

Full name of Consultant: _____

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.)

Cost Estimate of Services¹**Remuneration:**

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

		Sub-Total	(Remuneration)

Out-of-Pocket Expenses² :

(a) Per Diem³ :	Room charge	Subsistence	Total	Days
	_____	_____	_____	_____

(b) Air fare

(c) Lump Sum Miscellaneous Expenses⁴ :

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.

Annexure 3

CONTRACT

No._____

SERVICE CONTRACT

BETWEEN

(.....) PUBLIC BODY

AND

----- CONSULTANT

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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