



Ministry of Labour, Human Resource Development & Training

Request for Proposal for Consultancy for the Provision of Actuarial Evaluation of Workfare Programme Fund

Issued on: 25 April 2022

Procurement Reference No: RFP 02/2021-2022

**MINISTRY OF LABOUR, HUMAN RESOURCE DEVELOPMENT AND TRAINING
8th floor, Victoria House
Corner St. Louis & Barracks Streets
Port Louis
Republic of Mauritius
Tel No: 2072600/4050100 .**

Request for Proposal

Subject: **Consultancy Services for Actuarial Evaluation of Workfare Programme Fund**

1. You are hereby invited to submit technical and financial proposals for consultancy services for the Provision of Actuarial Evaluation of Workfare Programme Fund for the **Ministry of Labour, Human Resource Development & Training** which could form the basis for future negotiations and ultimately, a contract between you and the Ministry.

2. The purpose of the Actuarial Study is to determine:

- (a) the sustainability of Workfare Programme Fund for the next 10 years, including a report for the first 3 years.
- (b) the projected evolution of the number of beneficiaries and cash flows;
- (c) a validation of the financial parameters and projected funding level of the WPF,
- (d) an analysis of the current financial criteria and assumptions in view of determining adequacy of the contribution and pay-out rates; and
- (e) the liquidity position of the Fund and the length of time for the Reserve Fund to become nil.

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 to the Secretary via e-mail **mrajoomun@govmu.org**. Request for clarifications should be received **7 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) 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

7.1 (a) The Request for Proposals document can be downloaded from the public procurement website: **publicprocurement.govmu.org**

(b) Applications in English language and clearly marked **“Request for Proposals for Actuarial Evaluation of Workfare Programme Fund”** should be submitted in original plus 2 copies in sealed envelopes and deposited in the **Tender Box at 8th floor, Victoria House, Cnr St Louis & barracks Street, Port Louis..** The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked **“TECHNICAL PROPOSAL”** Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked **“FINANCIAL PROPOSAL”** followed by the Procurement reference number and the name of 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 13.00 HOURS ON Monday 23rd May 2022”**.

The Proposal submission address is:
Permanent Secretary
Ministry of Labour, Human Resource Development & Training
(Labour Division)
8th Floor, Victoria House,
Cnr St Louis & Barracks Streets
Port Louis

7.2 If the size of the envelope makes it impossible to be placed in the bid box such envelope shall be handed over to the Officer-in-Charge of the **Confidential Registry, 8th floor, Victoria House, Cnr St Louis and Barracks Streets, Port Louis.**

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 break-down 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 **Ministry of Labour, Human Resource Development & Training** is not bound to select any of the consultants submitting proposals.

10. It is estimated that the minimum duration of the assignment shall be around **30 man-days inputs span over a period of three (3) 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 **90 days** from the deadline for submission of proposals during which period you will maintain without change, your proposed price. The **Ministry of Labour, Human Resource Development & Training** 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 can be satisfactorily concluded, you will be expected to take up/commence with the assignment in two *weeks' time*.

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. The **Ministry of Labour, Human Resource Development & Training** would like to thank you for considering this invitation for submission of proposals.

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

Draft Terms of reference of the Actuarial Evaluation

The actuarial study shall determine the sustainability of the Workfare Programme Fund (WPF) for the next 10 years, including a report for the first 3 years. The study shall take into consideration the payments made by the Workfare Programme Fund (WPF) in the settlements of Transition Unemployment Benefit (TUB), payments effected under the Wage Guarantee Fund and partial payment of contributions for SMEs to the Portable Retirement Gratuity Fund (PRGF). The actuarial study shall also cover -

- (a) the projected evolution of the number of beneficiaries and cash flows;
- (b) a validation of the financial parameters and projected funding level of the Workfare Programme Fund (WPF), assuming the same level of financing and benefit will be paid;
- (c) the development of alternative scenarios and simulations regarding -
 - i) changes in the level of levy allocated to the Workfare Programme Fund (WPF) from the levy paid by an employer to the Human Resource Development Council (HRDC) and in the rate of contribution of workers;
 - ii) changes in the level of benefits based on current levy and contribution rates;
 - iii) a combination of changes in both financing and benefits; and
 - iv) the impact on funding of the Workfare Programme Fund (WPF) and, *ceteris paribus*, the annual lump sum injections required over the next 3 and 10 years.
- (d) an analysis of the current financial criteria and assumptions in view of determining adequacy of the contribution and pay-out rates; and

- (e) based on current levy rates and benefits level, to determine the liquidity position of the Fund and the length of time for the Reserve Fund to become nil.

1. Background

The Workfare Programme Fund (WPF) was introduced as a social protection measure in February 2009 under the Employment Rights Act 2008 with the objective to providing for the payment of a Transition Unemployment Benefit (TUB) for a maximum period of 12 months, to laid-off workers. The objective was broadened in 2019 to:

- (a) guarantee workers' unpaid remuneration in cases of insolvency, and their gratuity due on retirement;
- (b) cater for unpaid contribution to the Portable Retirement Gratuity Fund (PRGF); and
- (c) subsidise partial payment of SMEs' contribution to the Portable Retirement Gratuity Fund (PRGF).

As at date, the Workfare Programme Fund (WPF) has been able to meet its objective. However, the Workfare Programme Fund (WPF) has been under financial pressure following the impact COVID-19 pandemic on the labour market. The Ministry has, therefore, deemed it appropriate, in line the provisions of section 82 of the Workers' Rights Act 2019, to cause an actuarial evaluation of the Workfare Programme Fund (WPF) to determine whether any adjustment is required for the sustainability of the Fund.

2. Objectives

- (a) to provide for the payment of a Transition Unemployment Benefit (TUB) for a maximum period of 12 months, to laid-off workers.

2.1 The objective was broadened in 2019 to:

- (a) guarantee workers' unpaid remuneration in cases of insolvency, and their gratuity due on retirement;
- (b) cater for unpaid contribution to the Portable Retirement Gratuity Fund (PRGF); and
- (c) subsidise partial payment of SMEs' contribution to the Portable Retirement Gratuity Fund (PRGF).

3. Scope of service:

Scope of the services required- Same is in the TOR.

4. Qualifications:

Candidate shall be a Fellow of one of the following professional bodies

- (a) the Actuarial Society of South Africa;
- (b) the Canadian Institute of Actuaries;
- (c) the Institute and Faculty of Actuaries (United Kingdom);
- (d) the Institute of Actuaries of Australia.

5. Experience:

Consultant should have at least 3 years of experience in performing similar projects.

6. Marking:

- (a) Experience - 60%
- (b) Qualifications - 40%

7. Milestone

Milestone: Report to be submitted by end of July 2022.

8. Facilities to be provided by the Ministry

The Ministry will provide all required documents and information to the Consultant.

9. Contract Allocation and Period of Assignment

The Ministry of Labour, Human Resource Development & Training is inviting “Request for Proposal” for this assignment and the contract will be allotted to the successful Applicant.

This assignment will have to be completed over three months as from signature of contract.

10. Schedule of Payment

Payment shall be made against deliverables and subject to endorsement of Review Committee in three instalments as the schedule hereunder:

- (a) First payment (30%) upon delivery of the first draft report.
- (b) Second payment (30%) upon delivery and acceptance of second draft report.
- (c) Third (final) payment (40%) upon delivery and acceptance final report.

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.

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 Actuarial Evaluation of Workfare Programme Fund

I/We _____ herewith enclose Technical and Financial Proposals for selection as Consultant for the **Ministry of Labour, Human Resource Development & Training.**

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: _____

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)	Working Months	Total Cost (in currency)
_____	_____	_____	_____
Sub-Total (Remuneration)			_____

Out-of-Pocket Expenses² :

(a) Per Diem ³ :	Room charge	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.

Annexure 3

CONTRACT No._____

SERVICE CONTRACT

BETWEEN

(.....) PUBLIC BODY

AND

----- CONSULTANT

TABLE OF CONTENTS

	Page
Preamble	3
Article I Scope of Services	15
Article II Commencement of Services and Duration of Contract.....	15
Article III Duties of the Consultant.....	16
Article IV Payment for the Services	17
Article V Confidentiality and Ownership of Documents	17
Article VI Assignment and Sub-Contracting	17
Article VII Liability of the Consultant	18
Article VIII Force Majeure	18
Article IX Termination of Contract.....	19
Article X Dispute Settlement	19
Article XI Modification or Amendment	20
Article XII Effective Date.....	20
Article XIII Channel of Communications and Notices	21
Article XIV Governing Law	22
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