



**Ministry of Industrial Development, SMEs and Cooperatives
(SMEs Division)**

Request for Proposal

Consultancy Services to carry out a study to assess the potential to develop Aromatherapy, Nutraceutical and Stevia sub-sectors for creating business opportunities for SMEs and Cooperatives in the Republic of Mauritius

Procurement No: SME/OAB/Q06/2022-2023

*Ministry of Industrial Development, SMEs & Cooperatives
(SMEs Division)
16th floor, Newton Tower
Port-Louis
Tel: 405 3100 Fax: 214 4154*

10 November 2022

Request for Proposal
LETTER OF INVITATION

Dear Sir,

Subject: To enlist the services of a Consultant/Consultancy firm to carry out a study to assess the potential to develop Aromatherapy, Nutraceutical and Stevia sub-sectors for creating business opportunities for SMEs and Cooperatives in Mauritius.

1. The **Ministry of Industrial Development, SMEs & Cooperatives (SMEs Division)** is hereby inviting technical and financial proposals to enlist the services of a Consultant to carry out a study to assess the potential to develop Aromatherapy; Nutraceutical and Stevia sub-sectors for creating business opportunities for SMEs and Cooperatives in Mauritius.
2. The purpose of this assignment is given at Annex 1
3. The following documents are enclosed to enable you to submit your proposal:
 - (a) Terms of Reference for Service Provider or an Agency (Annex 1);
 - (b) Supplementary information for Consultants (Service Providers), including a suggested format of curriculum vitae (Annex 2); and
 - (c) Sample format of the Service Contract under which the service will be performed (Annex 3).
4. Any request for clarification should be forwarded via e-mail to **rathakoor@govmu.org** or addressed to **Mrs. R Thakoor, Secretary, Departmental Bid Committee, Ministry of Industrial Development, SMEs & Cooperatives (SMEs Division), 16th Floor, Newton Tower, Sir William Newton Street, Port Louis**. 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/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 consultants shall be submitted in one envelope, including Technical and Financial proposals marked "Consultancy Services – SME/OAB/Q06/2022-2023", and should follow the form given in the "Supplementary Information for Consultants." The proposals will be received in the Tender Box situated at the **Ministry of Industrial Development, SMEs & Cooperatives (SMEs Division), 16th Floor, Newton Tower, Sir William Newton Street, Port-Louis, Mauritius by Tuesday 06th December 2022 up to 13.00 hours (local time) at latest.**

Proposals should **not** be forwarded by electronic mail and proposals received after the deadline set for submission **shall be rejected.**

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 Industrial Development, SMEs and Cooperatives (SMEs Division)** is not bound to select any of the service providers submitting proposals.
10. It is estimated that the minimum duration of the assignment shall be for a period of **4 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 **Ministry of Industrial Development, SMEs and Cooperatives (SMEs Division)** 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 within **one month**.
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 **Ministry of Industrial Development, SMEs and Cooperatives (SMEs Division)** would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

M. Khaytoo (Mrs)
For Ag. Permanent Secretary

Enclosures:

Annex 1: Terms of Reference.

Annex 2: Supplementary Information to Consultant.

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

TERMS OF REFERENCE

1. BACKGROUND

Mauritius has a rich and diverse flora, with more than 670 species of flowering plants, out of which 315 are endemic. Mauritius, already being considered as a biodiversity hotspot, represents a great opportunity for the development of Aromatherapy; Nutraceutical and Stevia sub-sectors.

Aromatherapy

Aromatherapy is an alternative or complementary therapy for holistic healing that includes the use of aromatic substances such as essential oils extracted from plants. Over the years, there has been an increasing adoption of Aromatherapy worldwide, continuously fueling market growth. The mounting inclination towards this alternative healing approach can be attributed to the growing awareness about its benefits and to a change in people's interest in natural care thus providing momentum to the development of natural/organic ingredients with healing abilities.

The global demand for essential oils is significant and is expected to increase considerably in the coming years. For the European market, the estimated worth of USD 1.34 billion in 2016 is forecasted to grow at a compound annual growth rate of 9.5% to reach USD 2.7 billion by 2024.

Mauritius relies heavily on importation of essential oils amounting to around Rs 200 Million on a yearly basis. In addition, from 2015 to 2019, total import of essential oils amounted to some Rs 898 Million contrasted to exportation which amounted to only Rs 39 Million.

Nutraceuticals

Nutraceuticals are products, which other than nutrition are also used as medicine. A nutraceutical product may be defined as a substance, which has physiological benefit or provides protection against chronic disease. Nutraceuticals may be used to improve health, delay the aging process, prevent chronic diseases, increase life expectancy, or support the structure or function of the body. Nowadays, nutraceuticals have received considerable interest due to potential nutritional, safety and therapeutic effects.

The Report on 'Development of a Nutraceutical Framework and Industry in Mauritius' (Economic Development Board, Oct 2020) highlights the potential for locally available nutraceuticals plant/marine organisms to unleash new economic activities and commercial ventures. In addition, some priority plants for Mauritius were identified namely: Moringa, Strawberry, Guavas, Pineapple, Papaya, Tea, Coconut, Carrot and Pumpkin.

Stevia

Stevia is an intensely sweet-tasting sugar substitute made from the leaves of the stevia plant. The plant is originally native to Paraguay and Brazil but is now also grown in Japan and China. It's about 100 to 300 times sweeter than table sugar, but it has no carbohydrates, calories, or artificial ingredients. Stevia can be classified as "zero-calorie," because the calories per serving are so low. It has shown potential health benefits as a healthful sugar alternative for people with diabetes.

As per Mauritius Chamber of Commerce and Industry (MCCI) Trade Statistics, import for artificial sweetener (including fructose, raw beet sugar and maple) for Mauritius amounted to Rs 73,364,612 in year 2019.

2. PURPOSE/OBJECTIVE OF THE STUDY

The purpose of the study is to assess the potential to develop Aromatherapy, Nutraceutical and Stevia sub-sectors for creating business opportunities for SMEs and Cooperatives in the Republic of Mauritius.

The objective of the study is to among others:

- Contribute to the emergence of new business opportunities for SMEs and Cooperatives; and
- Complement the import substitution strategy and diversification of production.

3. SERVICES REQUIRED AND DURATION OF ASSIGNMENT

Project Title: A study to assess the potential to develop Aromatherapy, Nutraceutical and Stevia sub-sectors for creating business opportunities for SMEs and Cooperatives in the Republic of Mauritius.

Services Required: Consultancy services for carrying out a study to assess the potential to develop Aromatherapy, Nutraceutical and Stevia sub-sectors for creating business opportunities for SMEs and Cooperatives in the Republic of Mauritius.

Type of Contract: Multidisciplinary Service Contract

Duty Station: Mauritius

Duration: 90 working days spread over a 4 months' period

Expected start date: 31 December 2022

Expected end date: 30 April 2023

4. SCOPE OF WORK

The scope of this study is to:

- Assess the potential to develop (i) Aromatherapy, (ii) Nutraceutical and (iii) Stevia sub-sectors in Mauritius for creating business opportunities for SMEs and Cooperatives in the Republic of Mauritius;
- Identify locally produced fruits/plants/flowers/spices for development of the Aromatherapy and Nutraceutical sectors;

- Review and identify appropriate regions for cultivation and production of aromatherapeutic and nutraceutical fruits/plants/flowers/spices and stevia;
- Taking into consideration the study on Nutraceuticals carried out by the Economic Development Board (EDB), health problems prevalent in Mauritius, geographical factors and land scarcity, advise on the best mix of Aromatherapy, Nutraceutical and Stevia production in Mauritius;
- Devise an implementation Roadmap with clear policy recommendations & incentives and milestones for the best mix identified;
- Analyse and advise on the possibility to grow aromatherapeutic and nutraceutical identified fruits/plants/flowers/spices and stevia on a large scale through pooling of Cooperatives and contract farming;
- Impart knowledge to potential entrepreneurs and farmers on the cultivation of fruits/plants/flowers/spices, and/or stevia and/or nutraceuticals;
- Identify training needs and skills gaps;
- Identify potential local and international markets for Aromatherapy products and/or stevia and/or nutraceuticals and assess current and future trends;
- Identify policy, institutional and regulatory constraints or challenges that could hinder the development of these nascent sub-sectors and propose appropriate measures and incentives to support emergence of these sub-sectors in Mauritius;
- Advise on the best regulatory framework for Aromatherapy, nutraceuticals and stevia sub-sectors;
- Advise on the framework for conservation and sustainable use of medicinal plants collected from the wild;
- Recommend on the crop species and varieties suitable for production of Aromatherapy;
- Develop a Capacity Building Plan to build capacity of Mauritian enterprises and Cooperatives;
- Identify the health standards, certifications, quality assurance and control required for such products; and

- Provide an estimate of a typical transformation plant, including, cost of plant, equipment and machinery, manpower, etc and also advise on the implementation procedures.

5. METHODOLOGY

The Consultant/Consultancy firm should collect and make use of all available information and apply sound technical practices and methods in carrying out the assignment. The methodology selected by the team must comprise both quantitative and qualitative approaches to appropriately respond to the purpose and scope of work for this assignment to produce the intended deliverable(s).

Furthermore, the Consultant/Consultancy firm is expected to:

- (i) carry out desktop review of various documents pertaining to the Aromatherapy, Nutraceutical and Stevia sub-sectors;
- (ii) engage with relevant stakeholders and institutions comprising both state and non-state actors including government institutions, private sectors/SMEs and think tanks in carrying out the assignment; and
- (iii) undertake a comprehensive data collection and analysis for the drafting of the final draft report.

6. EXPECTED DELIVERABLES, PAYMENT MILESTONE AND SUBMISSION TIME

The Consultant/Consultancy firm must have the necessary expertise and capability in providing the above mentioned services and must have a good knowledge of Mauritius.

The following are the reports to be submitted by the Consultant/Consultancy firm, payment milestones and submission deadlines:

Expected Deliverables	Payment milestone	Submission time
<p>Inception report: The inception report should contain clearly defined structures, nature and scope of work to be done, methodology for the assignment, how each item in the scope of work will be addressed, and the work-plan inclusive of the timelines all activities which will be carried out for the assignment.</p>	<p>This milestone will attract 20% payment after the inception report has been presented to the Monitoring and Supervision Committee and approved after incorporating comments on the first draft.</p>	<p>2 weeks from award of contract/start of project</p>
<p>First draft of the review: This will be the first draft after the field work, data collection and analysis have substantively been done and key findings and recommendations are presented therein. This draft will be presented to the Monitoring and Supervision Committee and other key stakeholders and will be agreed upon by the Contracting Authority.</p>	<p>This milestone shall attract 30% payment of the total amount for the assignment.</p>	<p>Mid-March 2023</p>
<p>The final draft report of the review. This will be the final draft of the review, which would have incorporated all comments from the first draft presented to the Monitoring and Supervision Committee and other key stakeholders. This draft will be submitted along with an implementation action plan to support implementation of key findings.</p>	<p>This milestone shall attract 50% after it has been presented and approved at a validation workshop along with the implementation plan.</p>	<p>End of April 2023</p>

The reports should be in English.

Two workshops should be organised in Mauritius to hold stakeholder consultations and to validate the findings of the experts.

7. EXPERIENCE AND COMPETENCIES

The Consultancy firm/Consultants should comprise a team of professionals having expertise, experience and resources to carry out the assignment.

The Consultancy firm/Consultants should provide information on the profile of the company, its organisation and staffing. In case of associations between two or more firms, the name, address and profile of the participating firm and nature of the association such as joint venture or subcontract should be stated. The lead firm should be clearly identified.

The Consultancy firm /Consultants should clearly specify how they would provide the above referred skills, competence, resources and services for this particular assignment. The curriculum vitae of staff who would work on the assignment should be submitted.

The Consultancy firm/Consultants must possess:

- A minimum of 1 year experience in carrying out consultancies. Related experience in undertaking assignments relating to horticulture, Aromatherapy sector and nutraceutical sector or related assignments would be an advantage;
- Extensive knowledge and experience in conducting similar studies for organizations at national, regional or international levels;
- Excellent writing, research, analysis and presentation skills.
- Fluency in English with excellent written and oral communication skills.
- Ability to produce high quality outputs in a timely manner while understanding and anticipating the evolving client needs;
- Sound judgment, strategic thinking and the ability to manage competing priorities; and
- Excellent networking skills.

8. Budget, Scope of Price Proposal and Schedule of Payments

The maximum budget for this assignment is Rs 1.7 m, including VAT.

All proposals must include a lump sum amount.

The Consultant should be aware that:

- The lump sum should be an all-inclusive offer;
- The lump sum contract is inclusive of costs related to the holding of the validation workshop, including venue and catering.
- The contract price is fixed regardless of changes in the cost components; and
- All living allowances required to perform the demands of the TOR must be incorporated in the financial proposal, whether the fees are expressed as daily fees or lump sum amount.

9. REMUNERATION

The payment of professional fees shall be executed to the Consultant/Consultancy firm against the specified deliverables.

10. MONITORING AND SUPERVISION

A Monitoring and Supervision Committee under the chairmanship of the Ministry of Industrial Development, SMEs and Cooperatives (SMES Division) will be set up to oversee and monitor the assignment. The Monitoring and Supervision Committee will comprise representatives of the Ministry of Finance, Economic Planning and Development, Cooperatives Division, Ministry of Health and Wellness, Ministry of Agro-Industry & Food Security, Food and Agricultural Research & Extension Institute (FAREI), SME Mauritius Ltd, Economic Development Board, and other concerned stakeholders.

The Monitoring and Supervision Committee will recommend disbursement of funds following effective completion of deliverables.

The Monitoring and Supervision Committee will also be responsible to examine the reports submitted and make recommendation for approval by the Contracting Authority within a maximum of three weeks after submission of the reports by the Consultant/Consultancy firm.

11. FACILITIES TO BE PROVIDED BY THE CONTRACTING AUTHORITY

Local transportation will be provided by the Contracting Authority for International Consultants only.

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

4. 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

To enlist the services of a Consultant to carry out a study to assess the potential to develop Aromatherapy, Nutraceutical and Stevia sub-sectors for creating business opportunities for SMEs and Cooperatives in the Republic of Mauritius.

I/we..... herewith enclose Technical and Financial Proposals for selection as Service Provider for the **Ministry of Industrial Development, SMEs and Cooperatives (SMEs Division)**.

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: _____

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: _____

**ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING
LAST 10 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

Cost Estimate of Services¹

Remuneration:

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

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

CONTRACT No. _____

SERVICE CONTRACT

BETWEEN

**MINISTRY OF INDUSTRIAL DEVELOPMENT, SMEs AND COOPERATIVES
(SMEs DIVISION)**

AND

(Name of Service Provider.....)

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

WITNESS THAT:

WHEREAS the **Ministry of Industrial Development, SMEs & Cooperatives (SMEs Division)** 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 **Ministry of Industrial Development, SMEs & Cooperatives (SMEs Division)**.

- 2.2 The Services shall be for **XXX** calendar days, or whatever period as indicated by the **Ministry of Industrial Development, SMEs & Cooperatives (SMEs Division)**, beginning on the date of commencement of the Services, and ending not later than 31 January 2023.

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 **Ministry of Industrial Development, SMEs and Cooperatives (SMEs Division)**.
- 3.2 The Consultant shall:
- (a) regularly report to, and obtain direction and guidance from the **Ministry of Industrial Development, SMEs & Cooperatives (SMEs Division)** on all matters arising from or relating to the present Contract;
 - (b) promptly comply with such instructions as may be issued from time to time by the **Ministry of Industrial Development, SMEs & Cooperatives (SMEs Division)** 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 **Ministry of Industrial Development, SMEs & Cooperatives (SMEs Division)** 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 **Ministry of Industrial Development, SMEs & Cooperatives (SME Division)** shall, as necessary, assist the Consultant in obtaining such visas and/or permits.

ARTICLE IV

PAYMENT FOR THE SERVICES

- 4.1 The **Ministry of Industrial Development, SMEs & Cooperatives (SMEs Division)** 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 **Ministry of Industrial Development, SMEs & Cooperatives (SMEs Division)**.

- 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 *Ministry of Industrial Development, SMEs & Cooperatives (SMEs Division)* 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 **Ministry of Industrial Development, SMEs & Cooperatives (SMEs Division)** 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 **Ministry of Industrial Development, SMEs & Cooperatives (SMEs Division)** may, at its option, terminate this Contract when it is in the interest of or for the convenience of the **Ministry** to do so, provided that the Consultant shall in that event be given a notice of not less than fifteen (15) days of such termination.
- 9.3 The Consultant may terminate the present Contract if the **Ministry of Industrial Development, SMEs & Cooperatives (SMEs Division)** has, within a period of forty five (45) days after the due date, failed to pay any amount due to him/her in respect of which no dispute has arisen.
- 9.4 The parties hereto may by mutual agreement terminate this Contract.
- 9.5 If the present Contract is terminated under this Article, the **Ministry of Industrial Development, SMEs & Cooperatives (SMEs Division)** shall be liable only for payment, in accordance with the payment provisions of the Contract, for the Services actually rendered prior to the effective date of termination, together with such other amounts incidental to the termination as may be reasonable in the circumstances.

ARTICLE X
DISPUTE SETTLEMENT

- 10.1 Any dispute arising out of or in connection with the present Contract shall, unless it is amicably settled, be decided upon by the **Ministry of Industrial Development, SMEs & Cooperatives (SMEs Division)** 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 **Ministry of Industrial Development, SMEs & Cooperatives (SMEs Division)** shall be the Accounting Officer or such other officer as he may designate for this purpose.
- 13.2 Any communication, notification, submission, notice, demand or request under the present Contract shall be deemed to have been duly transmitted if it shall have been delivered by hand, mail, or facsimile by either party to the other at the appropriate address indicated below, or at such other address as that other party may have indicated:

For the Ministry of Industrial Development, SMEs & Cooperatives (SMEs Division)

Mail Address : rathakoor@govmu.org

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- Supplementary Information for Consultants
Annex 3- Sample format of the Service Contract