



Procurement Policy Office

(Established under section 4 of the Public Procurement Act 2006)

Ref: OAB/CSO/PRN003 of 2010.

STANDARD BIDDING DOCUMENTS

for

Request for Proposals from individual Service Providers under Capacity Building Programme

*(through Open Advertised Bidding on Fixed Budget
Based Selection)*

Central Statistics Office
Ministry of Finance and Economic Empowerment
Port Louis
4 August 2010

Foreword

The Standard Bidding Documents in this publication are meant for the capacity building programme in line with Budget Speech 2008-2009 with clear objectives within a determined time frame. They have been prepared pursuant to section 7(c) of the Public Procurement Act 2006 for use by different Ministries in consultation with the Ministry of Finance and Economic Empowerment. These documents may be used for National Open Advertised Bidding (OAB) or Restricted Bidding based on data of potential Service Providers available at the Procuring Ministry's level. For all intent and purpose this procurement shall be treated as services other than consultancy.

Those wishing to submit comments or suggestions on the Bidding Documents or to obtain additional information on procurement in Mauritius are encouraged to contact:

The Director
Procurement Policy Office
Ministry of Finance and Economic Empowerment
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BIDDING DOCUMENTS

Issued on: 4 August 2010

**Request for Proposals from individual
Service Providers**

OAB No: OAB/CSO/PRN003 of 2010

**Project: *Supply of Information Technology
services to the Central Statistics Office***

Procuring Public Body: *Central Statistics Office*

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1. Press Notice

Request for Proposal from Individual Service Provider under the Capacity Building Programme.

Supply of Information Technology services to the Central Statistics Office

1. The Central Statistics Office invites qualified individuals to submit technical proposal for the supply of services and support in the field of *Information Technology*, under the Capacity Building Programme, which could form the basis for future negotiations and ultimately, a contract between the selected bidder and the said Public Body.

- (a) **Post of IT Professional:** A degree in Information Technology with 1 year working experience in developing software applications (Knowledge and/or experience using Java or similar platform and Relational Database Management Systems (RDBMS) would be an advantage); and
- (b) **Post of IT Technician:** Cambridge Higher School Certificate, together with a certificate in PC Troubleshooting, or equivalent qualification, from a recognized institution (Possession of an industry-standard certification (e.g. A+, N+, CCNA, MCSE) would be an advantage).

2. The purpose of this Programme is:

(a) For IT professionals

- (i) To perform database, network and system administration.
- (ii) To design, develop, maintain, implement and deploy IT systems and websites in accordance with standardized techniques and procedures, and train end-users thereon.
- (iii) To execute acceptance testing of applications developed by software developers and liaise with external service providers.
- (iv) To set up and manage network users, groups and roles.
- (v) To take preventive measures to ensure adequate capacity and availability of storage and computing systems, and monitor performance to ensure optimum efficiency.
- (vi) To provide and maintain up-to-date documentation of implemented systems as regards to technical, user, procedure and operational manuals.
- (vii) To assist in the commissioning, setting up and configuration of computer systems and participate in infrastructure deployment and site preparation.
- (viii) To assist in performing quality assurance of computer systems.
- (ix) To perform maintenance and minor repairs on PC equipment.
- (x) To implement security measures to safeguard IT systems from threats and to ensure business continuity.

- (xi) To ensure compliance with standards, guidelines and methodologies.
- (xii) To perform other duties directly related to the main duties listed above or related to the delivery of the output and results expected from IT Professionals in the roles ascribed to them according to their postings.

(b) For IT technicians

- (i) To diagnose hardware and software problems on PC and peripheral equipment, and provide first-level troubleshooting thereon
 - (ii) To install and configure hardware and common PC-related software and provide preventive measures and technical support thereon.
 - (iii) To operate computer systems including running of processes, handling of inputs, production of outputs, performing backups and keeping records thereof.
 - (iv) To comply to and promote applicable security standards in relation to computer systems.
 - (v) To commission IT equipment.
 - (vi) To carry out survey/audit of the technical features of computer equipment.
 - (vii) To perform maintenance and minor repairs on PC equipment.
 - (viii) To perform such other duties directly related to the main duties listed above or related to the delivery of the output and results expected from IT Technicians in the roles ascribed to them
3. Proposals of the potential candidates will be evaluated on the basis of quality fixed budget. The Technical Proposals scoring the pass marks shall be ranked in the order of the highest marks for award of contract.
4. The selected candidate will be based at the Central Statistics Office to work with a team of IT professionals so to implement the e-business plan of the office.
5. The selected candidate is expected to start his assignment by end October 2010 on a contractual basis for an initial period of twelve (12) months renewable thereafter for an additional period of maximum twenty-four (24) months subject to satisfactory performance and the need of the Central Statistics Office.
6. Proposals from potential candidates should reach the Central Statistics Office not later than **14.00 hrs, Monday 6 September 2010**.
7. Further details on the scope of the assignment, terms and conditions of the Contract as well as the procedures for preparation and submission of proposals are available on the Central Statistics Office's website, <http://statsmauritius.gov.mu>.

Central Statistics Office
4 August 2010

2. Invitation for Bids

Procurement Reference No: OAB/CSO/PRN003 of 2010

Subject: Capacity Building Services for the provision of IT services to the Central Statistics Office

1. The Central Statistics Office invites qualified individuals possessing the relevant qualification as given below to submit technical proposals for the supply of services and support in the field of *Information Technology*, under the Capacity Building Programme which could form the basis for future negotiations and ultimately, a contract between the selected bidder and the Central Statistics Office. For:

Post of IT Professional: A degree in Information Technology with 1 year working experience in developing software applications (Knowledge and/or experience using Java or similar platform and Relational Database Management Systems (RDBMS) would be an advantage); and

Post of IT Technician: Cambridge Higher School Certificate, together with a certificate in PC Troubleshooting, or equivalent qualification, from a recognized institution (Possession of an industry-standard certification (e.g. A+, N+, CCNA, MCSE) would be an advantage).

2. The purpose of this Programme is:

(a) For IT professionals

- (i) To perform database, network and system administration.
- (ii) To design, develop, maintain, implement and deploy IT systems and websites in accordance with standardized techniques and procedures, and train end-users thereon.
- (iii) To execute acceptance testing of applications developed by software developers and liaise with external service providers.
- (iv) To set up and manage network users, groups and roles.
- (v) To take preventive measures to ensure adequate capacity and availability of storage and computing systems, and monitor performance to ensure optimum efficiency.
- (vi) To provide and maintain up-to-date documentation of implemented systems as regards to technical, user, procedure and operational manuals.
- (vii) To assist in the commissioning, setting up and configuration of computer systems and participate in infrastructure deployment and site preparation.
- (viii) To assist in performing quality assurance of computer systems.
- (ix) To perform maintenance and minor repairs on PC equipment.
- (x) To implement security measures to safeguard IT systems from threats and to ensure business continuity.
- (xi) To ensure compliance with standards, guidelines and methodologies.

(xii) To perform other duties directly related to the main duties listed above or related to the delivery of the output and results expected from IT Professionals in the roles ascribed to them according to their postings.

(b) For IT technicians

- (i) To diagnose hardware and software problems on PC and peripheral equipment, and provide first-level troubleshooting thereon
- (ii) To install and configure hardware and common PC-related software and provide preventive measures and technical support thereon.
- (iii) To operate computer systems including running of processes, handling of inputs, production of outputs, performing backups and keeping records thereof.
- (iv) To comply to and promote applicable security standards in relation to computer systems.
- (v) To commission IT equipment.
- (vi) To carry out survey/audit of the technical features of computer equipment.
- (vii) To perform maintenance and minor repairs on PC equipment.
- (viii) To perform such other duties directly related to the main duties listed above or related to the delivery of the output and results expected from IT Technicians in the roles ascribed to them

3. The following documents which are available on the website of the Central Statistics Office's, <http://statsmauritius.gov.mu> will enable submission of proposals:

- (a) the Terms of Reference (TOR) (Annexure 1);
- (b) supplementary information to potential candidates, including a suggested format of curriculum vitae (Annexure 2); and
- (c) a sample format of the Service Contract under which the services will be performed (Annexure 3).

4. Any request for clarification should be forwarded in writing via fax No 211 4150 addressed to the Director of Statistics and should be received at latest 14:00 hrs, Monday 30 August 2010.

5. The Government of the Republic of Mauritius requires that bidders/suppliers/contractors participating in procurement in Mauritius observe the highest standard of ethics during the procurement process and execution of contracts.

Service Providers are therefore advised to consult the website of the Procurement Policy Office of Mauritius <http://ppo.gov.mu> to acquaint them with the legislations related to procurement in Mauritius.

Ineligibility

6. Potential candidates 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.

Public Officers are eligible to send their proposals but they will have to resign/retire from the Service if they accept to enter into contract with the Central Statistics Office under this Programme.

Any person who has been in one way or the other involved in establishing the need for this service and/or in drafting any part of this procurement process shall not be eligible to apply for this assignment.

Submission of Proposals

7. The proposals from the service providers in response to the open advertisement shall be submitted according to the instructions given in the "Supplementary Information to Service Providers".

Proposal forms and other information are available on the website of the Central statistics Office or could be collected at the reception desk of the Office.

The proposal must be submitted in a sealed envelope bearing the name and address of the service provider and the procurement reference number and addressed to **the Director of Statistics** by courier services to arrive at latest by 14:00 hrs local time on **Monday 6 September 2010** at the following address.

LIC Centre
John Kennedy Street
Port Louis

or can be sent by email on the following secure email address: cbptech-cso@mail.gov.mu

8. Deciding Award of Contract

The candidates will be remunerated as follows:

(a). IT professionals shall be remunerated a fixed amount of *Rs 360,000* for 12 months all inclusive, payable at a flat rate of *Rs 30,000 monthly*.

(b). IT technicians shall be remunerated a fixed amount of *Rs 240,000* for 12 months all inclusive, payable at a flat rate of *Rs 20,000 monthly*.

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

Criteria	Marks
Academic Qualifications	60
Experience	40
Total	100

Minimum pass marks is 70. The proposals scoring the minimum pass marks shall be classified in the order of the highest marks for award.

The award will be made to the best candidate(s) as per their ranking.

9. The initial duration of the assignment shall be for a period of *twelve* months and may be extended for a total period not exceeding *thirty-six* months.

The fixed budget indicated by the Central Statistics Office will be prorated in case the duration of the assignment is to be extended.

10. A bidder should keep his proposal valid for 60 days from the deadline for submission of proposals during which period he will maintain without change, his proposed price. The Central Statistics Office will make its best efforts to finalize the selection process within this period.

11. Please note that the cost of preparing a proposal and of negotiating a contract including visits to Mauritius, if any, is not reimbursable irrespective of the outcome of this bidding process

12. Assuming that the contract can be satisfactorily concluded in two weeks, the candidate will be expected to take up/commence with the assignment **within one week**.

13. Tax Liability

(a) Registration for Income Tax and VAT purposes

A Service Provider hired under the Capacity Building Programme should apply for a Tax Account Number (TAN) if he does not already have one, and at the same time also register for VAT purposes by filling the relevant application/registration form.

(b) Value Added Tax

Services provided by Service Providers under the Capacity Building Programme are vatable. Fees paid by the Central Statistics Office to Service Providers shall be net of VAT and any Tax Deduction at Source as may be applicable. The VAT equivalent to 15% of the fees shall be paid by the Ministry of Finance and Economic Empowerment to the Mauritius Revenue Authority. Service Providers would not be required to file VAT returns.

(c) Current Payment System

A Service Provider providing services under the Capacity Building Programme is regarded as a self employed deriving income falling under Current Payment System (CPS). Where in a CPS quarter, the gross fees derived by a Service Provider exceeds the CPS threshold

of Rs 100, 000, he should file a CPS statement in respect of that quarter and pay any income tax payable in accordance thereof. A CPS Statement should be filed by him in respect of all remaining CPS Quarter in that year.

(d) Tax Deduction at Source

Fees paid to Service Providers who provide services as Architect, Engineer, Land Surveyor, Project Manager in the construction industry, property valuer and quantity surveyor also attracts Tax Deduction at Source at the rate of 3%.

Insurance

14. The candidate 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. Terms of Reference Annexure – 1

Part 1. Background

Following a decision of the government of the Republic of Mauritius, the Central Statistics Office is inviting proposals for capacity building related to provision of services and support in the field of *Information Technology*.

Part 2. The Services:

2.1 The IT Professional shall:

- (i) perform database, network and system administration;
- (ii) design, develop, maintain, implement and deploy IT systems and websites in accordance with standardized techniques and procedures, and train end-users thereon;
- (iii) execute acceptance testing of applications developed by software developers and liaise with external service providers;
- (iv) set up and manage network users, groups and roles;
- (v) take preventive measures to ensure adequate capacity and availability of storage and computing systems, and monitor performance to ensure optimum efficiency;
- (vi) provide and maintain up-to-date documentation of implemented systems as regards to technical, user, procedure and operational manuals;
- (vii) assist in the commissioning, setting up and configuration of computer systems and participate in infrastructure deployment and site preparation;
- (viii) assist in performing quality assurance of computer systems;
- (ix) perform maintenance and minor repairs on PC equipment;
- (x) implement security measures to safeguard IT systems from threats and to ensure business continuity;
- (xi) ensure compliance with standards, guidelines and methodologies; and
- (xii) perform other duties directly related to the main duties listed above or related to the delivery of the output and results expected from IT Professionals in the roles ascribed to them according to their postings.

2.2 The IT Technician(s) shall:

- (i) diagnose hardware and software problems on PC and peripheral equipment, and provide first-level troubleshooting thereon;
- (ii) install and configure hardware and common PC-related software and provide preventive measures and technical support thereon;
- (iii) operate computer systems including running of processes, handling of inputs, production of outputs, performing backups and keeping records thereof;

- (iv) comply to and promote applicable security standards in relation to computer systems;
- (v) commission IT equipment;
- (vi) carry out survey/audit of the technical features of computer equipment;
- (vii) perform maintenance and minor repairs on PC equipment; and
- (viii) perform such other duties directly related to the main duties listed above or related to the delivery of the output and results expected from IT Technicians in the roles ascribed to them.

Part 3. Facilities to be provided by the Central Statistics Office

The candidate shall be provided with facilities in respect of office, PC and printer, stationeries, secretarial assistance, communication facilities and support personnel as needed for the assignment.

Part 4. Contract duration and fees

(a) Intended duration of contract

The assignment is expected to be for an initial period of *twelve* months. The duration of the assignment may be extended up to an additional maximum of *twenty four* months, depending on the performance of the Service Provider as well as the requirements of the Central Statistics Office.

(b) Fees

Arrangement may be made for the disbursement of the fee of Rs 360,000 for IT Professionals or Rs 240,000 for IT Technicians in equal monthly instalments, in a combination of foreign (for foreigners only) and local currencies or as may be agreed between both parties.

Part 5. Deliverables

Where possible, the performance will be evaluated based on the extent to which the performance indicators in the Programme Based Budget (PBB) in his/her area of work are being met. In case of non-PBB related activity, the assessment will be based on the progress in achieving the pre-determined targets of the team to which the Service Provider is assigned, as agreed in the contract.

4. Supplementary Information to Service Providers Annexure-2

Proposals

1. Proposals should include the following information:
 - (a) Technical Proposals
 - (i) Personal Data Form to be filled in by Service Provider.
 - (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 Service Provider on the Terms of Reference (TOR) including, where the Service Provider believes this would be useful, a description of the manner in which the Service Provider would plan to execute the work.
 - (iv) The Service Provider's comments, if any, on the data, services and facilities to be provided by the Central statistics Office indicated in the Terms of Reference (TOR).

IT Professionals will be paid a lump sum fee of Rs. 360,000 and IT Technicians will be paid a lump sum fee of Rs. 240,000 all inclusive for the whole duration of the contract disburseable in equal monthly instalments.

2. The technical proposal shall be submitted in one original and two copies by courier or can be sent by email on the following secure email address: cbptech-cso@mail.gov.mu

Pre-Contract Negotiations

3. Selected candidates shall be called for a pre-contract discussion to clarify on technical issues, defined targets, performance monitoring process, work plan, comments on TOR etc... There shall be no negotiation on the fee. In case discussion is successful the two parties may be called upon to sign a Minutes of the Meeting which shall form part of the contract.

Visas and work permits (applicable for foreigners)

4. Once the contract has been signed, the Central statistics Office will facilitate the obtention of an Occupation Permit, which combines work and residence permits for the Service Provider, spouse and dependent children.

Performance Monitoring

5. A review committee of up to three members, to be set up by the Central statistics Office will review all outputs on a quarterly basis and suggest any modifications/changes considered necessary within 15 days of receipt.

5. Proposal - Form F-1

From

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.....
.....

To

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.....
.....
.....

Sir:

Hiring of Individual Service Provider for Capacity building

I -----, the individual Service Provider herewith enclose Technical Proposal for selection as IT Professionals and/or IT Technician* for the Central statistics Office for the fixed amount of Rs. all inclusive for the contract period of *12 months*.

I undertake that in competing for the assignment and in executing the contract if the award is made to me, I will strictly abide by the Public Procurement Act 2006 of Mauritius.

Yours faithfully,

Signature :.....

Full name :.....

Address :.....

* Delete as appropriate

State whether Cambridge H.S.C. or Cambridge G.C.E. or London General Certificate of Education (A Level).....

Month/Year:..... Exam Centre:.....

Index Number:.....

Subject	Level	Grade

Level: Principal, Subsidiary, Advanced Subsidiary

Result:.....

QUALIFICATIONS IN PC TROUBLESHOOTING

Name of Examining Body:..... Country:.....

Duration of course/study: From:.....To:.....

Part Time Full Time Distance Education

Specify (i) exact qualifications obtained:.....

(ii) Date of result:.....

MEMBERSHIP IN PROFESSIONAL BODIES

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.....
.....

EMPLOYMENT RECORD

Starting with the 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 country of assignments. For experience in last ten year, also give types of activities performed and employers references, where appropriate. (Attach documentary evidence)

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.....
.....

KEY QUALIFICATIONS/EXPERIENCE

Give an outline of experience and training most pertinent to tasks on assignment. Describe level of responsibility held on relevant previous assignments and give dates and name of employer. (Attach documentary evidence)

.....
.....
.....
.....

OTHER INFORMATION

(a) Have you been the subject of an investigation/enquiry for any offence during the last 10 years?

Answer Yes or No..... If Yes, indicate nature of offence and date of outcome.

.....

(b) Have you ever been prosecuted before a court of law for any offence and subsequently found guilty during the last 10 years?

Answer Yes or No..... If yes, give details (court, charge, date of judgment and sentence -

e.g. imprisonment, fine, caution or conditional discharge) :—

.....

IMPORTANT – PLEASE READ ALL THE DOCUMENTS CAREFULLY: Incomplete, inadequate or inaccurate filling of the form may cause the applicant's elimination from consideration. It is an offence to give false information or to conceal any relevant information. This may lead to an application being rejected or, if a candidate has already been appointed, to the termination of his contract.

DECLARATION

I,....., the applicant, declare that the particulars in this application are true and accurate and that I have not wilfully suppressed any material fact.

Date :

Signature :

7. Experience - Form F-3

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 5 YEARS

1. Outline of recent experience on assignments of similar nature:

Name of assignment	Name of Project	Owner or Sponsoring agency	Duration and year(s) of assignment	Was assignment satisfactorily completed

Note: Please note that successful Service Provider(s) may be asked to provide documentary proof by the **Public Body**

8. Service Contract - Annexure 3

CONTRACT No.

SERVICE CONTRACT

BETWEEN

CENTRAL STATISTICS OFFICE

AND

----- SERVICE PROVIDER

THIS SERVICE CONTRACT entered into this [DATE], between the CENTRAL STATISTICS OFFICE (hereinafter called the "Client") and Mr XYZ (hereinafter called the "Service Provider").

WITNESS THAT:

WHEREAS the Central Statistics Office has determined the need to procure the services described, implied or referred to in this Contract, subject to the terms and conditions hereinafter set forth;

WHEREAS the Service Provider affirms that he/she possesses the requisite experience, qualifications, capability and skill to perform the said services;

NOW THEREFORE the parties hereto have agreed as follows:

ARTICLE I - SCOPE OF SERVICES

1.1 The services to be performed by the Service Provider under this Contract (hereinafter called the "Services") are those described in the Terms of Reference attached hereto as Annexure I to the present Contract. The Terms of Reference shall form an integral part of this Contract. The milestones/deliverables to be achieved within the schedules and time limits established, as described at Annexure 4 to this present contract, shall form an integral part of this contract.

A quarterly Progress Report on the status of achievement of the milestone/deliverables is to be submitted to the Head of the Unit and should be in line with Paragraph 3.1 of Article III

ARTICLE II - COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT

2.1 The Service Provider shall commence the Services on [DATE] upon signature of the present Contract, and shall carry out the Services in a manner most suited to the requirements of the Contract and in accordance with the schedules and time limits established, under the milestones/deliverables as spelt out at Annexure 4 or indicated/amended by the Central Statistics Office as a result of a Force Majeure and/or urgency, subject to Article VIII.

2.2 The Services shall be for XXXXX calendar days, or whatever period shall be indicated by the Central Statistics Office beginning on the date of commencement of the Services, and ending not later than XXXX. The Service Contract may be extended for a total period not exceeding 36 months.

ARTICLE III - DELIVERABLES OF THE SERVICE PROVIDER

3.1 The Service Provider and any of its sub-contractor 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 Central Statistics Office.

- 3.2 The Service Provider shall:
- (a) regularly report to, and obtain direction and guidance from the Central Statistics Office 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 Central Statistics Office in connection with the performance of the services.
- 3.3 The Service Provider shall perform the services to the satisfaction of the Central Statistics Office in accordance with the Terms of Reference and/or as set out in the milestones/deliverables and/or at such intervals as the Central Statistics Office may reasonably require.

ARTICLE IV - PAYMENT FOR THE SERVICES AND OTHER COSTS

- 4.1 The Central Statistics Office shall pay to the Service Provider, in respect of the services, an all inclusive amount of Rs xxx for the assignment.
- 4.2 The Contract Amount has been established, taking into consideration all the Service Provider's costs and remuneration as well as any tax obligations under the laws of Mauritius, as applicable as well as the cost of living Index.
- 4.3 The Service Provider shall keep and maintain accurate and complete accounts in respect of expenditure incurred in connection with the deliverables under the present contract in such form and detail as shall be satisfactory to the Central Statistics Office for the purposes of making payment or settlement. The reimbursement of costs shall be limited to only such costs related to associated works that are related to the deliverables, subject to prior approval of the Central Statistics Office, being received for incurring the expenditure. The accounts shall be verified and certified by the Head of the Unit before reimbursement is made.
- 4.4 The Service Provider shall bear the cost of accommodation, inland transport and any insurance and/or any cost related to medical examination or treatment required by him/his family.
- 4.5 The Service Provider shall seek and obtain any visas, occupation and residence permits, as applicable under the Business Facilitation Act 2006 or other legislations/regulations in force, that he/she may require to carry out the services and perform his/her obligations under the present contract. The Central Statistics Office shall, as necessary, assist the Service Provider in obtaining such visas and/or permits but the costs involved therein shall be for the Service Provider's account.
- 4.6 All costs related to school fees and/or costs related to tertiary education for dependents (children or spouse) and/or other courses followed by the Service Provider during the period the services are required by the Central Statistics Office shall be for the Service Provider's account.

- 4.7 The Service Provider shall not be eligible for end of year bonus, gratuity or any other allowances or for any compensation in connection with the cost of living index.

ARTICLE V - CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

- 5.1 All documents, statistics, reports, data and other information provided, created, obtained or made available to the Service Provider in connection with or by virtue of the present Contract, shall be treated as confidential by the Service Provider, and the Service Provider shall not be entitled to use or make copies of them for any purpose that is not related to the present Contract.
- 5.2 Technical know-how received in the Central Statistics Office during the period of assignment shall not be used for any purpose that may affect the interests of the Government.
- 5.3 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 Central Statistics Office.
- 5.4 All plans, drawings, specifications, designs, reports, other documents and software submitted by the Service Provider under this Contract shall become and remain the property of the Central Statistics Office , and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Central Statistics Office , together with a detailed inventory thereof.
- 5.5 In accordance with Section 3 of the Official Secrets Act 1972, the Service Provider shall not divulge any information gained by him/her during the course of this contract to any unauthorized person, orally or in writing, without the prior sanction in writing of the Director of Statistics.

A declaration on Official Secret Act should be signed by the Service Provider on commencement and termination of the contract.

- 5.6 The Service Provider shall be liable to penalties prescribed by the Laws of Mauritius, related to breach of confidentiality of information.

ARTICLE VI - ASSIGNMENT AND SUB-CONTRACTING

- 6.1 Except with the prior written consent of the Central Statistics Office, the Service Provider shall not:
- (a) in whole or in part, assign, transfer or otherwise dispose of, his/her rights or obligations under the present Contract;
 - (b) sub-contract, or otherwise transfer responsibility for, the whole or any part of the Services.

ARTICLE VII - LIABILITY OF THE SERVICE PROVIDER

- 7.1 The Service Provider shall abide by, and take all measures necessary to enable him/her comply with, all laws and regulations in force in any place where the Services are to be wholly or partially performed.

The Service Provider providing services under the Capacity Building Programme is regarded as self-employed and will be subject to normal tax liability.

- 7.2 The Service Provider shall be fully liable for the consequences of any error or omission on his/her part or for any damage caused by negligence on his/her part in carrying out the Services or performing his/her obligations under the present Contract.

ARTICLE VIII - FORCE MAJEURE

- 8.1 Neither party to the present Contract shall be responsible for any delay or failure to perform his/her/its 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.

ARTICLE IX - TERMINATION OF CONTRACT

- 9.1 The Central Statistics Office may, upon giving not less than seven (7) days' notice in writing to the Service Provider, terminate the present Contract for cause if the Service Provider has failed to perform the Services or to comply with his/her other obligations under the contract.

- 9.2 The Central Statistics Office may, at its option, terminate this Contract when it is in the interest of or for the convenience of the Central Statistics Office to do so, provided that the Service Provider shall in that event be given a notice of not less than fifteen (15) days of such termination.

- 9.3 The Service Provider may terminate the present Contract if the Central Statistics Office 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 Central Statistics Office 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 disputes arising out of or in connection with the present Contract shall, unless it is amicably settled, be decided upon by the Central Statistics Office 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 Central Statistics Office 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, then 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 Central Statistics Office 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 Central Statistics Office :

Mail Address :

Telephone :

E-mail :

For the Service Provider :

Mail Address :

Telephone :

E-mail :

ARTICLE XIV -GOVERNING LAW

14.1 This Contract shall be governed by, and construed in all respects in accordance with, the Laws of Mauritius.

IN WITNESS WHEREOF the parties hereto have caused the present Contract to be signed in their respective names in two original counterparts in English/French on the date first above written.

FOR THE CENTRAL STATISTICS OFFICE

FOR THE SERVICE PROVIDER

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Annexure 4

DELIVERABLE SCHEDULE

Deliverable	Expected Date

Annexure 1 - Terms of Reference

Annexure 2 – Supplementary Information to Service Providers

Annexure 3 – Service Contract

Annexure 4 - Deliverable Schedule