



Ministry of Health and Quality of Life

BIDDING DOCUMENTS

Issued on: 19 March 2010

Request for Proposals from individual Service Providers in the field of:

**Mechanical Engineering, Civil Engineering,
Quantity Surveying, Economics, Bio-Medical
Engineering, Human Resources, Health
Training and ISO**

OAB No: MHPQ/N MED/2010/Q 28

Ministry of Health & Quality of Life,
5th Floor, Emmanuel Anquetil Building,
SSR Street
Port Louis
Tel No: 201 2173
Fax No: 201 2176

[Contents](#)

1. Invitation for Bids	3-6
2. Terms of Reference Annexure – 1	7-8
3. Supplementary Information to Service Providers Annexure-2	9-10
4. Proposal - Form F-1	11
5. Personal Data - Form F-2	12-14
6. Experience - Form F-3	15
7. Financial Proposal - Form F-4	16
8. Service Contract - Annexure 3	17
ARTICLE I - SCOPE OF SERVICES.....	18
ARTICLE II - COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT	18
ARTICLE III - DELIVERABLES OF THE SERVICE PROVIDER	18
ARTICLE IV - PAYMENT FOR THE SERVICES AND OTHER COSTS	19
ARTICLE V - CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS	19
ARTICLE VI - ASSIGNMENT AND SUB-CONTRACTING	20
ARTICLE VII - LIABILITY OF THE SERVICE PROVIDER	20
ARTICLE VIII - FORCE MAJEURE	20
ARTICLE IX - TERMINATION OF CONTRACT	20
ARTICLE X - DISPUTE SETTLEMENT	21
ARTICLE XI - MODIFICATION OR AMENDMENT	21
ARTICLE XII - EFFECTIVE DATE	22
ARTICLE XIII - CHANNEL OF COMMUNICATIONS AND NOTICE	22
ARTICLE XIV -GOVERNING LAW	22
Annexure 4	23
Annexure 5	24-25
Annexure 6	26-27
Annexure 7	28
Annexure 8	29
Annexure 9	30
Annexure 10	31
Annexure 11	32-33
Annexure 12	34-35

1. Invitation for Bids

Procurement Reference No. MHPQ/NMED/2010/Q28

Subject: Capacity Building Services

1. The Ministry of Health and Quality of Life invites qualified individuals possessing at least a first degree in the relevant field to submit technical and financial proposals for the supply of services and support in the field of:

- (i) Mechanical Engineering;
- (ii) Civil Engineering;
- (iii) Quantity Surveying;
- (iv) Economics;
- (v) Bio-Medical Engineering;
- (vi) Human Resources;
- (vii) Health Training; and
- (viii) ISO

required from individual Service Providers under the Capacity Building Programme which could form the basis for future negotiations and ultimately, a contract between the selected bidder and the said Ministry.

2. The purpose of this programme is to:

- (a) provide appropriate capacity building for staff especially in the context of the Programme- Based Budget (PBB).
- (b) work with Programme Managers as per deliverables in the PBB.
- (c) provide quality control over the work of the delivery units in the Ministry.
- (d) provide quality control on the Public Body/Sector strategies.
- (e) assist in implementing major projects relevant for meeting PBB targets.

3. The following documents which are available on the website of the Ministry <http://health.gov.mu>, will enable submission of proposals:

- (a) the Terms of Reference (TOR) (Annexure 1);
- (b) supplementary information to Service Providers, 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 **201 2176** to the Senior Chief Executive, Ministry of Health and Quality of Life (Attn: Mr. G. K. Nair, AMPS) and should be received at latest 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 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 themselves with the legislations related to procurement in Mauritius.

Ineligibility

6. Service Providers 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 Public Body under this Scheme. Any person who has been in one way or the other involved in establishing the need for this service and/or participated in drafting any part of the procurement process shall not be eligible to bid for this assignment.

Submission of Proposals

7. The proposals from the Service Providers/ potential candidates shall be submitted in two parts, Technical and Financial and should follow the form given in the "Supplementary Information to Service Providers".

Both the Technical and the Financial Proposals sealed in one single envelope, clearly marked "**Request for Proposals from Service Providers under the Capacity Building Programme (MHPQ/NMED/2010/Q28)**", bearing the name and address of the Service Provider and addressed to the Senior Chief Executive, Ministry of Health and Quality of Life should be deposited in the **Tender Box** situated at the **5th Floor, Emmanuel Anquetil Building, SSR Street, Port Louis** on or before **Wednesday 28 April 2010 up to 13.30 hours (local time) at latest.**

IMPORTANT

- (i) **Proposals not submitted on the prescribed forms will not be considered.**
- (ii) **Bidders are requested to:**
 - (a) **specify the field of service;**
 - (b) **ensure that all Annexures are properly filled in and are supported by relevant documentary evidence; and**
 - (c) **submit a proposed methodology and workplan to carry out the assignment (Annexure 4).**

Deciding Award of Contract

8. The proposals will be evaluated on the basis of a maximum of 70 marks for Technical submission and 30 marks for financial submission. Proposals from Service Providers should score at least 50 marks out of the 70 for the Technical Proposals to be retained for further consideration. Only those candidates who have scored the pass marks for the Technical Evaluation shall be retained for further evaluation.

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

Criteria	Marks
Academic Qualifications	10
Experience	20
Work Methodology	20
Work Plan	20
Total	70

The 30 marks for the financial proposals will be awarded as follows:

The lowest cost offer will be awarded 30 marks. The other offers will be weighted as a ratio of the lowest offer to generate the marks as follows: $(\text{Lowest offer} / \text{Other offer}) \times 30$.

The marks for financial and technical proposals will be lumped to give the total marks for the purpose of selection. The candidate with the highest marks will be selected for award of contract. In case the selected candidate turns down the offer the award shall be made to the candidate with the next highest marks and so on and so forth.

9. The initial duration of the assignment shall be for a period of **12 months** and may be extended for a total period not exceeding **36 months**.

The lump sum fee proposed by the candidate 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 Ministry of Health and Quality of Life 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 **within 6 weeks**, the successful bidder will be expected to take up/commence the assignment on the date agreed during negotiations.

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 taxable. Fees paid by the Ministry 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 Health and Quality of Life 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%.

14. Insurance

The Service Provider shall meet the cost of any insurance and/or medical examination or treatment required by him/her in the course of performing the services.

Date: 19 March 2010

**Ministry of Health and Quality of Life
Port Louis**

2. Terms of Reference Annexure – 1

Part 1. Background

Following a decision of the government of the Republic of Mauritius, the Ministry of Health and Quality of Life is inviting proposals for capacity building related to the departments dealing with:

- (i) Mechanical Engineering;
- (ii) Civil Engineering;
- (iii) Quantity Surveying;
- (iv) Economics;
- (v) Bio-Medical Engineering;
- (vi) Human Resources;
- (vii) Health Training; and
- (viii) ISO

Part 2. The Services:

The Service Provider(s) shall:

- (a) provide appropriate capacity building for staff especially in the context of the Programme- Based Budget (PBB).
- (b) work with Programme Managers as per deliverables in the PBB.
- (c) provide quality control over the work of the delivery units in the Ministry.
- (d) provide quality control on the Ministry/Sector strategies
- (e) build macro model
- (f) train officers in the use of model
- (g) prepare operational design
- (h) develop the computerization of the macro model
- (i) prepare timely report on macro modelling forecast

TERMS OF REFERENCE (TOR)

- (i) Mechanical Engineer (TOR at Annexure 5)
- (ii) Civil Engineer (TOR at Annexure 6)
- (iii) Quantity Surveyor (TOR at Annexure 7)
- (iv) Economist (TOR at Annexure 8)
- (v) Maintenance Manager for Bio-Medical Equipment (TOR at Annexure 9)
- (vi) Human Resources Analyst (TOR at Annexure 10)
- (vii) Health Training Coordinator (TOR at Annexure 11)
- (viii) ISO Coordinator (TOR at Annexure 12)

Part 3. Facilities to be provided by the Public Body

The Service Provider(s) 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 **12 months** with a possibility for renewal, depending on the performance of the Service Provider as well as the requirements of the Ministry.

(b) Fees

Arrangement may be made for the disbursement of the fee in equal monthly instalments which shall cover remuneration and reimbursable at cost (against invoice for cost associated with the assignment that could not be foreseen in the proposal and incurred after prior approval of the Ministry, 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.

3. 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 Public Body indicated in the Terms of Reference (TOR).

- (b) Financial Proposals

The financial proposal should be given in the form of summary of Contract estimate in Form F-4.

Marks will be awarded to individuals according to the formula (Lowest offer / Other offer) x

30

Service Provider will be paid a lump sum fee of all inclusive for the whole duration of the contract, which may be disbursed in equal monthly instalments.

2. The technical and financial proposals shall be submitted in one original and two copies by courier.

Pre-Contract Negotiations

3. Selected Service Provider 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 to foreigners)

4. Once the contract has been signed, the Public Body 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 Public Body will review all outputs on a quarterly basis and suggest any modifications/changes considered necessary within 15 days of receipt.

4. Proposal - Form F-1

From

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

To

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

Sir:

Hiring of Individual Service Provider for Capacity building

I -----, the individual Service Provider herewith enclose
Technical and Financial Proposals for selection as Service Provider in the field of
.....for the Ministry of

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 Conduct for bidders and Contractors as provided under the Public Procurement Act
2006 of Mauritius.

Yours faithfully,

Signature :

Full name :

Address :

MEMBERSHIP IN PROFESSIONAL BODIES

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

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)

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

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 a police enquiry, for any offence set out under the Second Schedule to the Certificate of Morality Act, during the last 10 years or, specified under section 4(3) (b) of the Act?

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

.....

(b) Do you have any previous conviction in relation to any crime or misdemeanour during a period of 10 years immediately preceding the date of application?

Answer Yes or No..... If yes, give details (court, charge, date of judgment and sentence e.g. imprisonment, fine 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 :

6. 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 **Ministry of Health and Quality of Life**.

7. Financial Proposal - Form F-4

Cost Estimate of Services

The reimbursement of costs would be limited to:

(a) air ticket for the Service Provider and one dependent (or spouse) against invoice at the beginning of the assignment and end of the assignment or as otherwise arranged by the Public Body (applicable to foreigners); and

(b) only such costs related to associated works that could not reasonably be foreseen by the Service Provider at the time of the application.

In evaluating the bids, the cost of airfare will NOT be taken into account.

Remuneration:

Origin for travel:

Service Provider's Name	Monthly Rate (in currency)	Working Months	Total Cost (in currency)
-----	-----	-----	-----

Signature ..:

Full name .:

Address:

8. Service Contract - Annexure 3

CONTRACT No.

SERVICE CONTRACT

BETWEEN

MINISTRY OF HEALTH AND QUALITY OF LIFE

AND

----- SERVICE PROVIDER

THIS SERVICE CONTRACT entered into this [DATE], between the **MINISTRY OF HEALTH AND QUALITY OF LIFE** (hereinafter called the "Client") and Mr XYZ (hereinafter called the "Service Provider").

WITNESS THAT:

WHEREAS the Client 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.
- 1.2 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 Annex 3 or indicated/amended by the Client 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 Client beginning on the date of commencement of the Services, and ending not later than XXXX.

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 Client.

3.2 The Service Provider shall:

(a) regularly report to, and obtain direction and guidance from the Client 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 Client in connection with the performance of the services.

3.3 The Service Provider shall perform the services to the satisfaction of the Client in accordance with the Terms of Reference and/or as set out in the milestones/deliverables and/or at such intervals as the **Client** may reasonably require.

ARTICLE IV - PAYMENT FOR THE SERVICES AND OTHER COSTS

4.1 The Client 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 Client 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 Client, 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 Client 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 Client 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 Client 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 Client.

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 Client, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, 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 Supervising Officer of the Client.

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 **Client**, 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 Client 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 Client may, at its option, terminate this Contract when it is in the interest of or for the convenience of the Client 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 Client 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 Client 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 Client 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 in accordance with the provisions of articles 1003 to 1027-9 of the Code de Procedure Civil.

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 Client 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 **Client** 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 Ministry of Health and Quality of Life :

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 MINISTRY OF HEALTH AND QUALITY OF LIFE

.....

FOR THE SERVICE PROVIDER

.....

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

Annexure 5

TERMS OF REFERENCE FOR MECHANICAL ENGINEER

Duties/Responsibilities

1. To report to the Head of the Unit
2. To design, supervise and commission gas installations, plumbing (hot and cold water systems), fire fighting/detection systems, air conditioning systems including water pumps and extractor fans for projects of the public health institutions.
3. To liaise with the Energy Services Division for the electrical component of the above installations.
4. To conduct/attend meetings with the Regional Health Directors so as to ensure compliance with general requirements.
5. To attend site meetings regularly.
6. To issue Practical Completion and Final Handing Over Certificates, after satisfactory completion of projects.
7. To approve samples of mechanical items and submit as made drawings upon completion of all works.
8. To supervise the maintenance work being undertaken by this Ministry and to assist the Ministry of Public Infrastructure during supervision and implementation of other projects of the Ministry.
9. To liaise with other authorities and organizations (public as well as private) for the provision of essential services in connection with the project(s) in hand.
10. To be responsible for the implementation of specific building projects (programmes) at the Ministry and to liaise with the Civil Engineers of the Unit for other projects (programmes).
11. To prepare project write-up including time schedule and cost estimates as well as Bid Documents, and assist in bid evaluation.
12. To prepare progress reports on a weekly basis.
13. To ensure that appropriate tests are carried out throughout the implementation of projects.

14. To certify claims from contractors prior to payment by the Ministry of Health and Quality of life and to make appropriate recommendations regarding any variation of works, extension of time, penalty fee and retention money and any other documents as per the conditions of the contract.
15. To perform such other cognate duties.

Qualifications and Experience

- (i) Candidates should be registered as Professional Engineers under Section 13 of the Professional Engineers Council Act, 1965 or as amended. Candidates should also have a good knowledge and have acquired experience of a duration of not less than 5 years in:-
 - (a) the design and supervision of building projects; and
 - (b) the use of appropriate design softwares.

Candidates should produce written evidence of experience/knowledge claimed.

Duration of Assignment

The assignment duration will be for an initial period of 12 months, with a possibility for renewal.

Annexure 6

TERMS OF REFERENCE FOR CIVIL ENGINEER

Duties/Responsibilities

1. To report to the Head of the Unit
2. To design, supervise building and associated infrastructure projects, taking into consideration the specificities of the Health Sector.
3. To conduct/attend meetings with the Regional Health Directors so as to ensure compliance with general requirements.
4. To attend Building Plans Committees, Project Planning Committees, site meetings etc.
5. To hand over sites for start of works, issue practical completion and Final Handing Over Certificates, upon satisfactory completion of works.
6. To liaise with the Ministry of Public Infrastructure for the preparation of drawings and assist the Ministry of Public Infrastructure during the preparation of tender documents.
7. To supervise the maintenance work being undertaken by this Ministry and to assist the Ministry of Public Infrastructure during supervision and implementation of other projects of the Ministry.
8. To liaise with other authorities and organizations (public as well as private) for the provision of essential services in connection with the project(s) in hand.
9. To prepare project write-up for specific projects including time schedule and cost estimates as well as Bid Documents, and assist in bid evaluation.
10. To prepare progress reports on a weekly basis.
11. To ensure that appropriate tests are carried out where required, throughout the implementation of projects.
12. To certify claims from contractors prior to payment by the Ministry of Health and Quality of life and to make appropriate recommendations regarding any variation of works, extension of time, penalty fee and retention money and any other documents as per the conditions of the contract.
13. To carry out the assessment of buildings infrastructure, prepare survey reports thereon and implement remedial measures.
14. To perform contract administration duties related to building and associated infrastructure projects.
15. To perform such other duties.

Qualifications and Experience

(i) Candidates should be registered as Professional Engineers under section 13 of the Professional Engineers Council Act, 1965 or as amended.

(ii) Candidates should also have a good knowledge and have acquired experience of a duration of not less than 5 years in:-

(a) the design and supervision of building and associated infrastructure projects; and

(b) the use of appropriate design softwares.

(iii) Candidates should be registered as Professional Engineer (Civil Engineering) with the Council of Registered Professional Engineers of Mauritius under Section 13 of Act No. 49 of 1965 or as amended.

Candidates should produce written evidence of experience/knowledge claimed.

Duration of Assignment

The assignment duration will be for an initial period of 12 months, with a possibility for renewal.

Annexure 7

TERMS OF REFERENCE FOR QUANTITY SURVEYOR

Duties/Responsibilities

1. To prepare cost plans, estimates, bill of quantities and Bid Documents prior to floating of bids in line with the Public Procurement Act of 2006.
2. To assess works in progress work in collaboration with the Engineer/Architect for processing interim payment certificates and Final Accounts for projects of the Ministry of Health and Quality of Life within the time frames as per Bid Documents.
3. To assist in the management of contracts in coordination with other Project Managers.
4. To guide and supervise the works of other technical staff dealing with projects implementation.
5. To liaise with other Project Managers and other technical staff for the preparation of Bid Documents including drawings and/or for supervision of projects.
6. To attend meetings with client Ministries/Departments.
7. To attend Building Plans Committees, Project Planning Committees, site meetings etc...
8. To prepare project write-up including time and cost schedules as well as Bid Documents, and assist in bid evaluation.
9. To submit regular progress cost reports.
10. To prepare Interim Payment Certificates following claims from Contractors.
11. 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 incumbents in the roles ascribed to them.

Qualifications and Experience

Candidates should:

- (i) be professional members of the Royal Institution of Chartered Surveyors (QS);
- (ii) also have a good knowledge and have acquired experience of a duration of not less than 5 years in the design and supervision of building projects; and
- (iii) use of appropriate softwares.

Duration of Assignment

The assignment duration will be for an initial period of 12 months with a possibility for renewal.

Annexure 8

TERMS OF REFERENCE FOR ECONOMIST

Duties/Responsibilities

1. Assist the Ministry of Health & Quality of Life to develop a Strategic Plan for the health sector with a well defined investment programme in line the Programme-Based Budgeting.
2. Hold consultations with relevant stakeholders in the Health sector in the formulation of projects and policies.
3. Assist the Ministry of Health & Quality of Life to review project costing submitted by the Ministry of Public Infrastructure, Land Transport & Shipping and develop project proposals in connection with the implementation of the health sector strategy. The resource person must also assist the Ministry in filling up the Project Request Form for submission to the Project Plan Committee and also provide clarifications, if required by the Committee
4. Examine and appraise project proposals received by the Ministry and advise on their implementation
5. Prioritise projects of the Ministry based on the financial resources of the Ministry
6. Prepare data base of all health sector projects, either completed, ongoing or in the pipeline.
7. Conduct site visits where necessary to monitor the status of the project stages, advise on the progress of works, identify bottlenecks and initiate corrective measure to ensure proper implementation of projects.
8. Assist in preparing/advising on pre-feasibility studies of projects and/or comment on feasibility studies on health sector projects carried out by independent consultants.
9. Perform such cognate duties relevant to the above tasks.

Qualifications and Experience

Candidates should have the following profile:

- (i) Post graduate degree in economics/management and/or public policy;
- (ii) Good knowledge and have a minimum of 5 years of relevant experience in economic and/or policy analysis and project appraisal;
- (iii) Strong analytical and report writing skills; and
- (iv) Experience in providing advisory services on infrastructure programs, knowledge of large-scale projects/programs coordination and management will be an advantage;
- (v) Fluent in spoken, written English and French;
- (vi) Excellent computer skills (MS Office)

Candidates should produce written evidence in support of all experience claimed.

Duration of Assignment

The assignment duration will be for an initial period of 12 months with a possibility for renewal.

Annexure 9

TERMS OF REFERENCE FOR MAINTENANCE MANAGER FOR EQUIPMENT (BIO-MEDICAL)

Duties/Responsibilities

1. Organizing and managing the Biomedical maintenance unit;
2. Installing, commissioning, maintaining and repairing of all electro-medical and medical electronic equipment;
3. Advising on matters relating to electrical and electronic engineering;
4. Supervising and training of subordinate staff and organizing user-training sessions for operatives in all equipment;
5. Working out schedules and organizing regular preventive maintenance for all electro and electronic medical equipment and carrying out regular checks to ensure compliance with safety norms; and
6. Advising on the purchase of equipment and on the formulation of an equipment replacement policy.

Qualifications and Experience

Candidates should:

- (i) hold a degree in Bio-Medical Engineering/Electrical/Electronic;
- (ii) be registered as Professional Engineers with the Council of Registered Professional Engineers of Mauritius under Section 13 of Act No. 49 of 1965 as subsequently amended;
- (iii) have a good knowledge of applied electronics and a minimum of two years' experience in the installation, maintenance, repairs and commissioning of electromedical and medical electronic equipment.

Duration of Assignment

The assignment duration will be for an initial period of 12 months with a possibility for renewal.

Annexure 10

TERMS OF REFERENCE FOR HUMAN RESOURCE ANALYST

Qualifications

- A. A Degree from a recognized institution in any one of the following subjects – Human Resource Studies, Economics, Econometrics, Statistics, Business Studies, and Management or an equivalent qualification acceptable to the Public Service Commission.
- B. Candidates should also:
 - (i) possess good interpersonal and communication skills;
 - (ii) have knowledge of basic statistical theory and survey methods; and
 - (iii) have working knowledge of computer technology.

Duties

- (a) To carry out surveys/studies in the field of Human Resource Development, as and when required.
- (b) To implement skills development programmes.
- (c) To assist in the setting up and management of a Human Resource Information System.
- (d) To monitor and evaluate human resource information and conduct policy analysis relating to human resource development.
- (e) To collect training-related information and disseminate the information to users.
- (f) To identify training needs and prepare projects relating to human resource and training requirements and undertake, where possible studies relating to such projects.
- (g) To assist in the preparation of reports and other documents relating to human resource planning and training.

Duration of Assignment

The assignment duration will be for an initial period of 12 months, with a possibility for renewal.

Annexure 11

TERMS OF REFERENCE FOR HEALTH TRAINING COORDINATOR

Project:- Purpose and Background Information

The Ministry of Health and Quality of Life provides training to its personnel through two of its agencies, namely the School of Nursing and the Mauritius Institute of Health. It also has recourse to the University of Mauritius for certain training courses for specific grades and cadres.

With a view to improving the delivery of health care to the population and enhancing the quality of services, the Ministry wishes to strengthen and expand ongoing continuous medical education programs, conducted at operational levels.

It is therefore proposed to avail of the services of a Training Coordinator who will be responsible for the overall training program of the Ministry.

Qualification and skills

The candidate shall have a university degree and preferably a master's degree in social sciences.

The eligible candidate must possess documented prior evidence as a trainer, having applied participatory and adult learning methods to train public health or social work professionals, preferably with a trainer's certification from a recognized organization. A minimum of 3 years work experience is required.

The candidate must be competent with Microsoft office application software as well as be able to conduct Internet Research.

The preferred candidate must be able to work as a member of a team with strong communication skills to keep a team abreast and updated on training skills.

The candidate must demonstrate his or her ability to work with multiple tasks and deadlines simultaneously and timely while under pressure.

Duties and Responsibilities

1. Assess the Training Needs of the employees in hospitals and health care centers and in para-medical and ancillary services.
2. Work with the Ministry of Civil Service Affairs and Administrative Reforms, the HRDC and other institutions to have a pool of resource persons.
3. Work on a training plan for the different cadres of employees servicing the public in hospitals and other public health centres.

4. Ensure employees receive the necessary training to help them perform their job.

Specific Tasks

Hold consultations with relevant stakeholders to gather information on the officers with a view to assessing their training needs.

Coordinate with the RPHS to ensure and enlist their support and commitment to the training program.

Devise the training plan, taking into consideration that public health services are provided on a 24 hour basis and that the smooth running of the hospitals and health centres should not be disturbed.

Ensure that each training session includes the pre and post tests of participants, the evaluation of trainers and the provision of timely feedback after each training team session.

Ensure that all trainers are well prepared with their training materials, adequate handouts and availability of sufficient training tools and prepare and maintain documentation and material needed for training.

Ensure that all logistics arrangements are made in a timely manner.

Conduct data entry, data quality check data analysis and prepare monthly training reports.

Assure the quality of training and the efficacy of stakeholders involved in the implementation of all training activities.

Undertake any other function directly related to the efficient execution of the implementation of the training program and other tasks as assigned by the Senior Chief Executive.

Duration of Assignment

The assignment duration will be for an initial period of 12 months with a possibility for renewal.

Annexure 12

TERMS OF REFERENCE FOR ISO IMPLEMENTING COORDINATOR

Project:- Purpose and Background Information

Background of Project

Ministry of Health and Quality of Life is implementing MS ISO: 9001-2008 in all its health services.

2. The Ministry of Health and Quality of Life comprises the following:
 - (i) the Head Office situated on the 5th, 7th and 10th Floors, E. Anquetil Building, Port Louis, 3rd and 4th Floors at Bacha Building and at Atchia Building. Other units are located at Central Supplies Division, PlaineLauzun and Coromandel, Transport Section at Vagrant Depot, GRNW and Orthopaedic Workshop at Coromandel.
 - (ii) The five main Regional Hospitals and their respective AHC's and CHCs.
 - (iii) The specialized Hospitals at Moka, ENT, BSH and Poudre D'Or.
 - (iv) District Hospitals at Long Mountain, Mahebourg and Souillac.
 - (v) Community Hospital at Yves Cantin at Black River.
3. The Ministry, in collaboration with the Ministry of Civil Service and Administrative Reforms has already identified ISO facilitators to assist each unit/hospital to implement the project.
4.
 - (i) The Ministry is now requesting for proposals from individuals or consultancy firms to act as ISO Coordinator to oversee the smooth implementation of the project within a specified time frame.
 - (ii) Candidates should have a post graduate degree in Science with at least five (5) years extensive experience in implementation and maintenance of the quality service and be able to manage and coordinate the quality system within an organization.
 - (iii) The Consultant will work in close collaboration with the ISO Project Coordinator and will *inter alia* be responsible for the following:
 - Ensure that the project is implemented within the set time frame.
 - Liaise with the different stakeholders to ensure compliance to the agreed road-map.

- Assist and advise the Coordinating Committee of each unit/hospital to coordinate the implementation of the project at the level of each hospital and headquarters on a fortnightly basis.
- Liaise with the Mauritius Standard Bureau to organize training sessions in ISO implemental and Internal auditing.
- Work in close collaboration with Heads of Unit and working teams.
 - (a) to prepare the documentation of process charts and Quality Manuals;
 - (b) streamline procedures with a view to improving the level in service delivery and reducing wastage; and
 - (c) to ensure that proposed improvements and being effectively implemented by the sections concerned.
 - (d) to ensure that the units maintain their standards to continue being ISO certified.
- To make fortnightly reports to the Steering Committee responsible for monitoring the project.

Duration of Assignment

The assignment duration will be for an initial period of 12 months with a possibility for renewal.