



# **Ministry of Health and Wellness**

## **Request for Proposal**

**F o r**

## **Provision of Expert Services under the Expert Skills Scheme**

**Procurement No: MHPQ/NMW&S/2022-2023/Q21**

**Issued on: 25 August 2022**

**Ministry of Health and Wellness**

**5th Floor, Emmanuel Anquetil Building,**

**SSR Street,**

**Port Louis**

**Tel No : 201 3706/201 3038 ; Fax No. 210 5940**

**Email address: [mohscesec@govmu.org](mailto:mohscesec@govmu.org)**

# Request for Proposal

## LETTER OF INVITATION

Dear Sir,

### **Subject: Recruitment of Expert (Software Engineering) under the Expert Skills Scheme**

1. You are hereby invited to submit technical and financial proposals for services required under Expert Skills Scheme for the Recruitment of Expert (Software Engineering) which could form the basis for future negotiations and ultimately, a contract between you and the Ministry of Health and Wellness.
2. The purpose of this assignment is detailed in Annexure 1.
3. The following documents are enclosed to enable you to submit your proposal:
  - (a) Terms of Reference (Annexure 1);
  - (b) supplementary information for Expert (Software Engineering), including a suggested format of curriculum vitae (Annexure 2); and
  - (c) sample format of the Service Contract under which the service will be performed (Annexure 3).
4. Any request for clarification should be forwarded via e-mail to [mohscsec@govmu.org](mailto:mohscsec@govmu.org) and [moh-stu@govmu.org](mailto:moh-stu@govmu.org) addressed to the same person mentioned in para. 7. Request for clarifications should be received 14 days prior to the deadline set for submission of proposals in para. 7.
5. The Government of the Republic of Mauritius requires that bidders/suppliers/contractors participating in the procurement in Mauritius observe the highest standard of ethics during the procurement process and execution of contracts. Service providers are advised to consult the website of the Procurement Policy Office of Mauritius [ppo.govmu.org](http://ppo.govmu.org) to acquaint themselves with the legislations related to procurement in Mauritius.
6. **Eligibility**
  - 6.1 (a) A service provider 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 service providers 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](http://ppo.govmu.org)

- (c) 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.

## 7. Submission of Proposals

The proposals from the service providers shall be submitted in one envelope, including Technical and Financial proposals, and should follow the form given in the "Supplementary Information for Service Providers." The proposals will be received in the **Bid Box of the Ministry of Health and Wellness, up to 10.00 hours at latest on Monday 26 September 2022** at the following address:

**The Senior Chief Executive  
Ministry of Health and Wellness  
5th Floor, Emmanuel Anquetil Building,  
SSR Street,  
Port Louis**

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

## 8. Criteria and point system

Criteria and point system for the evaluation of the Technical Proposals are:

S/No.	Criteria	Points
(i)	<b>Key professional qualifications and competence for the assignment:</b>	
	<b>(a) Bachelor Degree in Computer Science, Software Engineering, Information Software or any other related field.</b>	<b>25</b>
	<b>(b) Demonstrate proven experience in Software Development Life Cycle and in particular software development skills in Java (latest technology) and any of the following Open Source Technologies:</b>	<b>30</b>
	<ul style="list-style-type: none"> <li>• <b>LINUX system administration,</b></li> <li>• <b>React,</b></li> <li>• <b>Java Spring,</b></li> </ul>	

S/No.	Criteria	Points
	<ul style="list-style-type: none"> <li>• PostgreSQL,</li> <li>• Hibernate,</li> <li>• JPA (abstraction layer of Hibernate),</li> <li>• Tomcat,</li> <li>• Docker,</li> <li>• JavaScript/jQuery,</li> <li>• JSPs,</li> <li>• Apache tiles,</li> <li>• Liquibase,</li> <li>• MySQL,</li> <li>• Maven.</li> </ul>	
	(c) Demonstrate proven experience in the development of Web and Mobile Solutions.	15
(ii)	<p><b>Demonstration of a simple Patient Registration Application using any of the above technologies mentioned at Section 8 (i). The demonstration needs to comprise:</b></p> <p>(a) demo of proposed application;  (b) explanation on how the application was developed;  (c) explanation of source code; and  (d) data base design.</p>	30

Total points for the two criteria: 100. The minimum technical score required to pass is: **70 Points overall with at least 40 points in 8 (i) and 15 points in 8 (ii) respectively.**

**Documentary evidence in respect of experience will have to be produced upon request.**

#### 9. Deciding Award of Contract

Qualification and experience of the Expert (Software Engineering) 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 Expert (Software Engineering) should score at least 70% of the total marks for the Technical Proposals to be retained for further consideration.

The formula for determining the financial scores is the following:

$S_f = 100 \times F_m / F$ , in which  $S_f$  is the financial score,  $F_m$  is the lowest price and  $F$  the price of the proposal under consideration.

The weights given to the Technical and Financial Proposals are:

T = 0.70, and

P = 0.30

Only those Expert (Software Engineering) scoring a total of 60 marks on the overall assessment shall be considered for the assignment. Negotiations will start with the Expert (Software Engineering) scoring the highest marks and if negotiation is not successful, negotiation will start with the next best ranked Expert (Software Engineering) 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.

10. Please note that the Ministry of Health and Wellness is not bound to select any of the service providers submitting proposals.
11. It is estimated that the minimum duration of the assignment shall be for a period of 3 years. 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.
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 as from receipt of letter of acceptance, you will be expected to take up/commence with the assignment in four weeks' time.
14. **Tax Liability**  
Service Providers under the Expert Skills Scheme will not be required to file VAT Returns. The Ministry/Department will be required to retain the amount of VAT and credit same to MRA accordingly. The VAT amount payable in respect of each service provider shall be 15% of the fees paid in one month.  
  
Tax Deduction at Source will be applicable to Professionals in line with applicable tax laws.
15. 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.
17. We commit ourselves to maintain the highest standard of integrity and ethical principles during all stages of the procurement cycle.
18. 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.
19. The Ministry of Health and Wellness would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

**Enclosures:**

Annexure 1: Terms of Reference

Annexure 2: Supplementary Information to Experts (Service Providers)

Annexure 3: Draft contract under which service will be performed

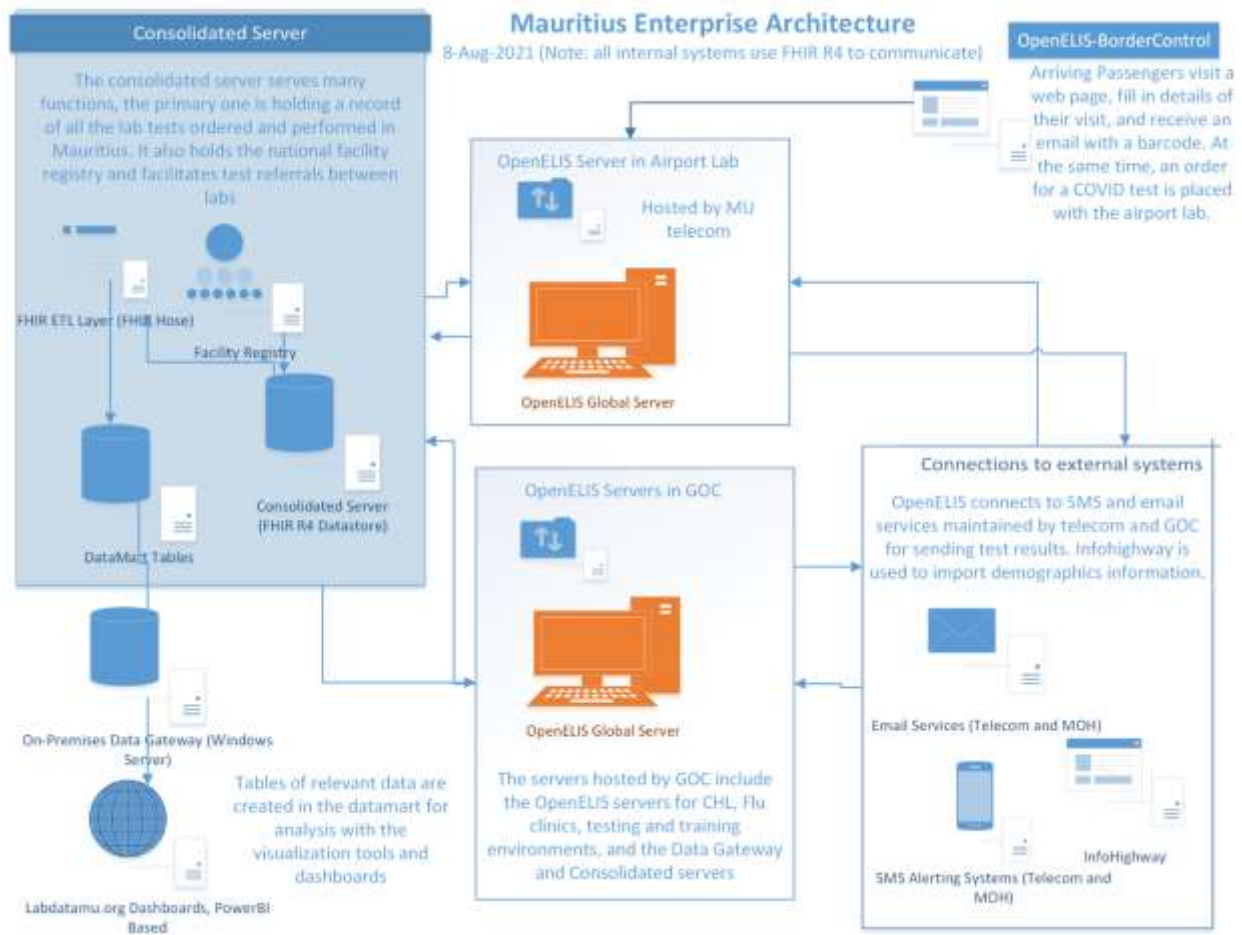
## TERMS OF REFERENCE

### Part 1. Background

Health Laboratory Services are an essential component of the Ministry of Health and Wellness (MOHW) of the Republic of Mauritius. Laboratory services are responsible for the screening of diseases; diagnosis of diseases in patients and monitoring their treatment; carrying out investigation for public health purposes; and conducting laboratory-based research activities and training of medical and paramedical students. Through the support of the UNDP in Mauritius, the MOHW secured an Electronic Laboratory Information System (namely OpenELIS Global), freely downloaded from the UNDP Global Centre for Technology, Innovation and Sustainable Development in Singapore.

The DIGI/I-TECH, within the University of Washington (UW), Department of Global Health has started the phased implementation of the OpenELIS LIMS for the MOHW with the support of United Nations Development Programme (UNDP).

The MOHW has already rolled out the OpenELIS LIMS in all Regional Hospitals, at the SSR International Airport and at Public Health Offices across the island. The high-level architecture diagram is as follows:



As a next step, the MOHW intends to scale up the LIMS, which is an open source software, by deploying the system to cover the whole range of laboratory tests at the Ministry to improve the efficiency and improve the reporting capability of their services.

In parallel, the MOHW is also embarking on the implementation of an eHealth system with the support of the UNDP.

Given the 24 hr/7-day operations at the MOHW, support at different stages is required as the number of users would increase along with digitalization of hospital services.

To ensure the sustainability of the different eHealth Systems, support via Expert (Software Engineering) is needed to provide level 2 onsite and remote support for timely deployment, user support, troubleshooting, resolution of issues and hand holding of ICT staff.

## Part 2. The Services:

The Expert (Software Engineering) is expected to:

- (i) Plan, manage and coordinate daily activities to ensure timely implementation of eHealth systems and other eGovernment solutions for the MOHW;



- (ii) Work in collaboration with the Ministry on the various digital systems;
- (iii) Customise technological systems and platforms (enhancements to digital systems) to improve customer experience;
- (iv) Provide technical support to staff of the Ministry;
- (v) Execute and support the full Software Development Life Cycle (SDLC);
- (vi) Improve system quality by identifying issues and common patterns, and developing standard operating procedures;
- (vii) Develop flowcharts, layouts and documentation to identify requirements;
- (viii) Integrate software components into a fully functional software system;
- (ix) Develop software verification plans and ensure quality assurance procedures are met;
- (x) Document and maintain software functionality;
- (xi) Troubleshoot, debug and upgrade digital systems;
- (xii) Deploy programs and evaluate user feedback;
- (xiii) Comply with project plans and industry standards;
- (xiv) Maintain shared codebases for all applicable digital systems (all source codes developed would be property of the Ministry);
- (xv) Submit regular progress reports to Management on the different projects being implemented;
- (xvi) Transfer Knowledge on a regular basis of digital systems to the Ministry;
- (xvii) Perform root cause analysis of issues encountered; and
- (xviii) Ensure proper tracking and resolution of issues.

The Expert (Software Engineering) should carry out a hand holding and continuous knowledge transfer exercise to existing in-house local ICT team.

In case of termination, abandonment, breach of the Contract or in case services will no longer be required from the Expert (Software Engineering), the latter would be responsible for handing over to the MOHW or any entity authorized by the MOHW, the complete know-how, documentation records, software logs, updated source codes and all such relevant items that may be necessary for a transition process of 3 months.

The MOHW reserves the rights to re-use and/or modify any work that has been executed during the contract by the Expert (Software Engineering).

The Expert (Software Engineering) will be required to work in close collaboration with stakeholders such as the MOHW, the UNDP, other relevant Government bodies/departments, and any other existing service providers and any other party during the support for the smooth running of different eHealth systems.

Besides technical skills, the Expert (Software Engineering) should also possess soft skills such as communication and presentation skills and team work.

### **Part 3. Facilities to be provided by the Ministry**

The Expert (Software Engineering) would report to his supervisor at the MOHW on a daily basis. The supervisor will serve as the primary point of contact for any technical guidance and support required by any local support team and escalate issues to the UNDP or the local support team as appropriate.

The Expert (Software Engineering) would be based onsite at the MOHW, attend to site visits, as well as perform interventions at public health institutions and remotely. The Expert (Software Engineering) would need to be reachable by phone/email/video conferencing throughout the entire contract duration.

The Expert (Software Engineering) is required to work outside official hours including weekends and public holidays to resolve critical application, database and networking issues within a reasonable timeframe so as to minimize system downtime and service interruption.

### **Part 4. Contract duration and fees**

#### *(a) Duration of initial contract*

The contract is for a duration of one-year and renewable for a further period of 2 years upon satisfactory execution of service and deliverables.

#### *(b) State whether contract is on a lump-sum or time-based*

The contract is a time-based one over the duration of the contract.

#### *(c) Payment*

The rates quoted in the financial bid shall be inclusive of all taxes. No price change request will be accepted after opening of the bids and during the validity of the contract. The rates quoted would be the **same throughout the duration of the contract.**

### **Part 5. Deliverables**

The Expert (Software Engineering) is expected to:

- (i) Plan, manage and coordinate daily activities to ensure timely implementation of eHealth systems and other eGovernment solutions for the MOHW;
- (ii) Work in collaboration with the Ministry on the various digital systems;
- (iii) Customise technological systems and platforms (enhancements to digital systems) to improve customer experience;
- (iv) Provide technical support to staff of the Ministry;
- (v) Execute and support the full Software Development Life Cycle (SDLC);

- (vi) Improve system quality by identifying issues and common patterns, and developing standard operating procedures;
- (vii) Develop flowcharts, layouts and documentation to identify requirements;
- (viii) Integrate software components into a fully functional software system;
- (ix) Develop software verification plans and ensure quality assurance procedures are met;
- (x) Document and maintain software functionality;
- (xi) Troubleshoot, debug and upgrade digital systems;
- (xii) Deploy programs and evaluate user feedback;
- (xiii) Comply with project plans and industry standards;
- (xiv) Maintain shared codebases for all applicable digital systems (all source codes developed would be property of the Ministry);
- (xv) Submit regular progress reports to Management on the different projects being implemented;
- (xvi) Transfer Knowledge on a regular basis of digital systems to the Ministry;
- (xvii) Perform root cause analysis of issues encountered; and
- (xviii) Ensure proper tracking and resolution of issues.

## **Part 6. Confidentiality**

Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Expert (Software Engineering) and/or the Client to each other including, but not limited to, the services, plans, medical data, financial data and personnel statistics, whether or not marked as confidential or proprietary by the parties.

The Expert (Software Engineering) shall ensure that while providing services, all the details and information inside various IT equipment are kept confidential. During the execution of the project except with the prior written consent of the Client, the Expert (Software Engineering) shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

The Expert (Software Engineering) will maintain the confidentiality of the data stored on the computer system of end customer.

**This Ministry reserves the right not to proceed with this tendering exercise at its own discretion.**

**SUPPLEMENTARY INFORMATION FOR EXPERT (SOFTWARE ENGINEERING)**

**Proposals**

1. Proposals should include the following information:

(a) Technical Proposals

- (i) Curriculum Vitae of Service Provider (Form F-2).
- (ii) An outline of recent experience on assignments/projects of similar nature executed during the last eight years in the format given in Form F-3.
- (iii) Any comments or suggestions of the Expert (Software Engineering) on the Terms of Reference (TOR).
- (iv) A description of the manner in which the Expert (Software Engineering) would plan to execute the work.
- (v) The Expert (Software Engineering)'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 Expert (Software Engineering) and initial a draft contract by the conclusion of negotiations. Negotiations commence with a discussion of Expert (Software Engineering)'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 or weeks and reporting schedules.

Once these matters have been agreed, financial negotiations will take place and will begin with a discussion of your proposed payment schedule.

**Review of reports**

5. A Monitoring Committee of at least three members will review all reports/deliverables and suggest any modifications/changes considered necessary within 15 days of receipt.

**FORM NO.F-1**

From: .....  
.....  
.....\_

To: .....  
.....  
.....

Sir

**Hiring of Expert (Software Engineering) for eHealth Systems**

I ..... herewith enclose Technical and Financial Proposals for selection as Expert (Software Engineering) for the Ministry of Health and Wellness.

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

I 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: .....

**FORM F-2**

**FORMAT OF CURRICULUM VITAE (CV) FOR EXPERT (SOFTWARE ENGINEERING)**

Name of Service Provider: .....

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 eight 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 Expert (Software Engineering)]*

**Full name of Expert (Software Engineering):.....**

## FORM F-3

### ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 5 YEARS

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

Sl.No	Name of assignment	Name of Project	Owner or Sponsoring agency	Cost of Project	Date of Commencement	Date of Completion	Was assignment satisfactorily completed

Note: Please attach certificates from the employer by way of documentary proof. (Issued by the Officer of rank not below that of Divisional Manager or equivalent.)

FORM F-4

Cost Estimates of Services<sup>1</sup>

Remuneration:

**Year 1**

<b>Expert Name</b>	<b>Monthly Rate (MUR)</b>	<b>Working Months</b>	<b>Total Costs (MUR)</b>
.....	.....	12 months	.....

**Year 2**

<b>Expert Name</b>	<b>Monthly Rate (MUR)</b>	<b>Working Months</b>	<b>Total Costs (MUR)</b>
.....	.....	12 months	.....

**Year 3**

<b>Expert Name</b>	<b>Monthly Rate (MUR)</b>	<b>Working Months</b>	<b>Total Costs (MUR)</b>
.....	.....	12 months	.....

**TOTAL (3 years):** .....

*Note: Monthly rate quoted would be deemed to be an all-inclusive rate. Except as may be expressly set forth in this Agreement there shall be no other charges, fees, costs expenses or any other amounts payable under this Agreement. The rates quoted would be the same for Years 1, 2 and 3 with no increase in rates.*

<sup>1</sup> 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**

**(Name of Public Body: Ministry of Health and Wellness)**

**AND**

**(Name of Expert (Software Engineering) ..... )**

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**THIS SERVICE CONTRACT** entered into this *[date]*, between the Ministry of Health and Wellness (hereinafter called the "Client") and ..... (hereinafter called the "Expert (Software Engineering)").

**WITNESS THAT:**

**WHEREAS** the Ministry of Health and Wellness 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 Expert (Software Engineering) 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 Expert (Software Engineering) 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 Expert (Software Engineering) shall commence the Services on \_\_\_\_\_ 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 Health and Wellness.

2.2 The Services shall be for 1 year renewable for 2 additional years upon satisfactory performance, or whatever period as indicated by the Ministry of Health and Wellness, beginning on the date of commencement of the Services, and ending not later than \_\_\_\_\_.

**ARTICLE III**  
**DUTIES OF THE EXPERTS (SOFTWARE ENGINEERING)**

3.1 The Expert (Software Engineering) 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 Health and Wellness.

- 3.2 The Expert (Software Engineering) shall:
- (a) regularly report to, and obtain direction and guidance from the Ministry of Health and Wellness 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 Health and Wellness in connection with the performance of the services.
- 3.3 The Expert (Software Engineering) 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 Expert (Software Engineering) 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 Health and Wellness for the purposes of making payment or settlement under the Contract, where applicable.
- 3.5 The Expert (Software Engineering) 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 Expert (Software Engineering) 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 Health and Wellness shall, as necessary, assist the Service Provider in obtaining such visas and/or permits.

**ARTICLE IV**  
**PAYMENT FOR THE SERVICES**

- 4.1 The Ministry of Health and Wellness shall pay to the Experts (Software Engineering), 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 Expert (Software Engineering) 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 Service Provider in connection with or by virtue of the present Contract, shall be treated as confidential by the Experts (Software Engineering), and the Expert (Software Engineering) 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 Health and Wellness.
- 5.3 Any study, report or other material, graphic, software or otherwise, prepared by the Expert (Software Engineering) for the Client under the Contract shall belong to and remain the property of the Client. The Expert (Software Engineering) 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 Health and Wellness, the Expert (Software Engineering) 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 EXPERTS (SOFTWARE ENGINEERING)**

- 7.1.1 The Expert (Software Engineering) 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 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 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 Health and Wellness may, upon giving not less than seven (7) days' notice in writing to the Experts (Software Engineering), terminate the present Contract for cause if the Expert (Software Engineering) has failed to perform the Services or to comply with his/her other obligations under the Contract.
- 9.2 The Ministry of Health and Wellness may, at its option, terminate this Contract when it is in the interest of or for the convenience of the Ministry of Health and Wellness to do so, provided that the Expert (Software Engineering) shall in that event be given a notice of not less than fifteen (15) days of such termination.
- 9.3 The Expert (Software Engineering) may terminate the present Contract if the Ministry of Health and Wellness 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 Health and Wellness 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 Senior Chief Executive, Ministry of Health and Wellness 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 NOTICES**

- 13.1 For the purposes of the present Contract, the authorized representative of the Ministry of Health and Wellness 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 Health and Wellness**

Mail Address : [mohscesec@govmu.org](mailto:mohscesec@govmu.org)

**For the Expert (Software Engineering)**

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 WELLNESS      FOR THE EXPERT (SOFTWARE ENGINEERING)**

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Annexure 1- Terms of Reference

Annexure 2- Contract Amount and method of payment