



**REPUBLIC OF MAURITIUS**

**Ministry of Health and**

**Wellness**

**Request for Proposal**

**for**

**Provision for the Services of an Expert  
in Metabolic Disease, Advanced  
Cardiac Imaging and Research  
Division under the Expert Skills  
Scheme**

**Procurement Reference No: MHPQ/WKS&S/2024-2025/Q38**

**Issued on: 27 June 2025**

**Ministry of Health and Wellness  
4th Floor, Nexsky Building  
Hotel Avenue, Ebene  
Tel: 490 4200 / 490 4049  
Email: mohscesec@govmu.org**

# Request for Proposal

## LETTER OF INVITATION

Dear Sir / Madam,

**Subject: Provision for the Services of an Expert in Metabolic Disease, Advanced Cardiac Imaging and Research Division**

1. You are hereby invited to submit Technical and Financial proposals for services required under the Expert Skills Scheme for the **Ministry of Health and Wellness** on behalf of the Trust Fund for Specialised Medical Care (TFSMC) which could form the basis for the future negotiations and ultimately, a contract between you and the **Ministry of Health and Wellness (TFSMC)**.
2. The purpose of this assignment is to appoint an **Expert in Metabolic Disease, Advanced Cardiac Imaging and Research Division** as detailed in the Terms of Reference at 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 Experts (Service Providers), 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 to the Senior Chief Executive of the Ministry of Health and Wellness via e-mail on **mohscesec@govmu.org** and **procreg@govmu.org**. Request for clarifications should be received 5 days prior to the deadline set for submission of proposals in paragraph 7.
5. The Government of the Republic of Mauritius requires that bidders/suppliers/contractors participating in the procurement in Mauritius observe the highest standard of ethics during the procurement process and execution of contracts. Service providers are advised to consult the website of the Procurement Policy Office of Mauritius **ppo.govmu.org** to acquaint themselves with the legislations related to procurement in Mauritius.
6. **Eligibility**
  - 6.1 (a) A 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**

- (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 should be deposited in the Bid Box situated at the Ministry of Health and Wellness, Level 1, Nexsky Building, Hotel Avenue, Ebene on or before **Wednesday 09 July 2025 up to 10.00 hours (local time) at latest**

**Proposals should not be forwarded by electronic mail.** Any proposal received after the set deadline shall be rejected.

## 8. Criteria and point system

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

SN	Criteria	Points
(i)	Adequacy of the proposed technical approach, methodology and work plan in responding to the Terms of Reference  (a) Technical approach and methodology (b) Work plan (c) Clear deliverables	30-50
(ii)	Service provider qualifications and competence for the assignment  (a) General qualifications (b) Competency for the assignment (c) Proven Experience in related field	40-60
(iii)	Training of in-house personnel (a) Relevance of training program (b) Training approach and methodology (c) Experience of experts in training	10-15

Total points for the two criteria: 100. The minimum technical score required to pass is: **56 points.**  
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9. **Deciding Award of Contract**

Qualification and experience of the service providers 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 service providers should score **at least 80%** of the total marks for the Technical Proposals to be retained for further consideration.

Only those service providers scoring a total of **70 marks** on the overall assessment shall be considered for the assignment. Negotiations will start with the service provider scoring the highest marks and if negotiation is not successful, negotiation will start with the next best ranked Service provider 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 (TFSMC) 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 one year. 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, you will be expected to take up/commence with the assignment **in one (1) month time as from date of signature of contract.**
14. **Tax Liability**

Please note that the remuneration which you receive from this contract will be subject to normal tax liability (PAYE) at the rate specified in Tax Laws in Mauritius. **Income tax exemption under the Mauritian Diaspora scheme may apply depending on eligibility.**

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.
16. We commit ourselves to maintain the highest standard of integrity and ethical principles during all stages of the procurement cycle.
17. The **Ministry of Health and Wellness on behalf of the Trust Fund for Specialised Medical Care (TFSMC)** would like to thank you for considering this invitation for submission of proposals.

**Mr. S. Purmessur**  
**Senior Chief Executive**  
**Ministry of Health and Wellness**

**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 FOR AN EXPERT IN METABOLIC DISEASE, ADVANCED  
CARDIAC IMAGING AND RESEARCH DIVISION**

**Part 1. Background**

Cardiovascular and metabolic diseases — including ischaemic heart disease, stroke, peripheral vascular disease, diabetes, hypertension, and dyslipidaemia — remain the leading causes of premature death and chronic disability in Mauritius.

Despite national health initiatives, major service gaps persist:

- Timely access to advanced cardiovascular and metabolic diagnostics
- Fragmented care between cardiology, endocrinology, and surgery
- Poor implementation of secondary prevention (post-myocardial infarction, stroke, vascular events)
- Absence of a Clinical Trials Unit (CTU), restricting patient access to innovative therapies

The Metabolic Disease, Advanced Cardiac Imaging & Research Division will address these gaps by providing:

- A clinical service for advanced cardiac imaging (CT, MRI, advanced echocardiography)
- A clinical research hub targeting cardiovascular, metabolic, and oncology trial
- Integrated (co-ordinated, multidisciplinary) cardiovascular and metabolic care with embedded secondary prevention

This initiative aligns with the Ministry of Health and Wellness's mandate to modernize care delivery, advance clinical research, and ensure equitable, evidence-based care for all.

Cardiovascular and metabolic diseases remain the leading causes of morbidity and mortality in Mauritius. While some clinical services are available, many patients — particularly those with multiple conditions such as diabetes, ischaemic heart disease, and stroke — continue to face fragmented, delayed, or suboptimal care.

**Qualification and Skill Requirement**

- A. Specialist registration with the Medical Council of Mauritius (Endocrinology or Cardiology)
- B. A higher degree by research in medicine with a focus on cardiometabolic disease
- C. Valid certification in Good Clinical Practice (GCP)
- D. Candidate should also possess:
  - (i) Proven ability to establish, manage and lead advanced multi-modality cardiac imaging services;
  - (ii) Strong academic record with publications, including first-author contributions in peer-reviewed journals;
  - (iii) Extensive clinical experience in managing diabetes, including obesity management or other metabolic diseases; and

(iv) Experience presenting at international scientific meetings.

## **Part 2. The Services**

The Division will focus on three core pillars:

### **a) Clinical Research & Innovation**

A national Clinical Trials Unit (CTU) will be established to expand access to cutting-edge therapies and develop local research capacity.

Focus Areas:

- Cardiovascular trials (e.g., RIC-Africa for STEMI)
- Phase III Oncology trials for advanced cancers
- Trials in diabetes, obesity, hypertension, and heart failure

The CTU will position Mauritius as a research-ready site and support workforce development through collaboration and training.

### **b) Integrated Cardiovascular & Metabolic Care**

A multidisciplinary service will deliver holistic care for patients with cardiovascular and metabolic disease.

Core components include:

- Lifestyle medicine (nutrition, physical activity, sleep, mental well-being)
- Pharmacological treatment aligned with evidence-based guidelines
- Structured secondary prevention to reduce recurrence and complications
- Care will be coordinated across cardiology, endocrinology, surgery, oncology, and allied health teams to ensure seamless and effective management.

### **c) Clinical Advanced Cardiac Imaging**

A dedicated imaging unit will support diagnosis and risk stratification for patients with ischaemic heart disease, thalassaemia, and cancer-related cardiac risks.

Services include:

- Cardiac CT and CT Coronary Angiography
- Cardiac MRI
- Advanced echocardiography with 3D and Strain Imaging and trans-oesophageal echocardiography.

These tools will enable earlier detection, guide treatment, and optimize outcomes in high-risk clinical pathways.

### **Part 3. Facilities to be provided by the Ministry of Health and Wellness and The Trust Fund for Specialised Medical Care**

The Ministry of Health and Wellness (TFSMC) will provide appropriate clinical and diagnostic spaces, as well as access to relevant medical equipment, across selected hospitals and Trust Fund facilities where the Division will deliver its services.

The Expert of the Division shall be allocated a dedicated office at the designated worksite to facilitate administrative and leadership responsibilities. Dedicated administrative staff will be assigned by the Ministry of Health and Wellness (TFSMC) to support the operational needs of the Division and the Expert.

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

- (a) **Duration of contract:** One (1) year, in the first instance renewable subject to the Ministry of Health and Wellness being satisfied with the performance of the Service Provider.
- (b) **Remuneration:** A monthly professional fee of **Rs 122, 625**, negotiable to commensurate with experience and ability to deliver all the services in the terms of reference.
- (c) **Leaves:** up to a maximum of 21 days of annual leave during the one-year contract.
- (d) **Travel costs:** Local travel cost for a driver and provision of a vehicle and/or travelling allowance will be reimbursed.

### **Part 5. Confidentiality**

Confidential information shall mean and include all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Service Provider and/or the Ministry of Health and Wellness (TFSMC) to each other including, but not limited to, the services, plans, financial data and personnel statistics, whether or not marked as confidential or proprietary by the parties.

During the execution of the project, except with the prior written consent of the Ministry of Health and Wellness, the Service Provider shall not at any time communicate to any person or entity any confidential information acquired during the course of the contract.



## **Part 6. Reporting line**

The Expert in Metabolic Disease, Advanced Cardiac Imaging and Research Division shall report to the Senior Chief Executive through the Executive Director, Trust Fund for Specialised Medical Care and will work in accordance with the instructions given by the Senior Chief Executive of the Ministry of Health and Wellness.

## **Part 7. Deliverables**

- A. Establish and supervise a clinical advanced cardiac imaging service (advanced echocardiography including TOE, cardiac CT and cardiac MRI), with an emphasis on diagnostic excellence and clinical impact.
- B. Develop and manage a clinical research program including investigator-led studies, registries and clinical trials in partnership with national and international institutions.
- C. Lead the development and implementation of a comprehensive, multidisciplinary cardiometabolic care program addressing prevalent conditions such as diabetes, obesity, hypertension and dyslipidaemia.
- D. Represent the Centre internationally to showcase its clinical trial unit and research capabilities with the aim of attracting ongoing foreign sponsorship and research collaborations.
- E. Build strategic partnerships with global institutions, donors and NGOs (e.g., Gates Foundation, Wellcome Trust) to attract funding and foster sustainable collaborations.
- F. Engage actively with regional and global research networks to promote the Centre's role as a hub for clinical and epidemiological studies in Non-Communicable Diseases.

## **Part 8. Termination of Contract**

- a) The Ministry of Health and Wellness (TFSMC) may terminate the contract of employment of the Expert in Metabolic Disease, Advanced Cardiac Imaging and Research Division, whenever his services are no longer required and for reasons other than misconduct, by giving one month's prior notice or by paying one month's salary.
- b) The Expert in Metabolic Disease, Advanced Cardiac Imaging and Research Division, may resign from his employment by giving one month's notice in writing or by paying one month's salary to the Ministry of Health and Wellness (TFSMC).
- c) The Ministry of Health and Wellness (TFSMC) may terminate the employment of the Expert in Metabolic Disease, Advanced Cardiac Imaging and Research Division forthwith on ground of misconduct and thereupon all the rights and advantages reserved shall cease.

### **Part 11. Cancellation of Bidding Process**

The Ministry of Health and Wellness reserves the right to:

- (a) accept or reject any proposals; and
- (b) annul the bidding process and reject all proposals at any time prior to contract award as per provision of section 39 (1) of the Public Procurement Act 2006.

**SUPPLEMENTARY INFORMATION FOR EXPERTS (SERVICE PROVIDERS)**

**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 8 years in the format given in Form F-3.
- (iii) Any comments or suggestions of the Service Provider on the Terms of Reference (TOR).
- (iv) A description of the manner in which the Service Provider would plan to execute the work.
- (v) The Service Provider's comments, if any, on the data, services and facilities to be provided by the Ministry of Health and Wellness and the Trust Fund for Specialised Medical Care 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.

**Note:** Prospective Service Providers are requested to fill all forms and templates as required and deposit same in the **Bid Box at the Ministry of Health and Wellness, Level 1, Nexsky Building, Hotel Avenue, Ebene on or before Wednesday 09 July 2025 up to 10.00 hours (local time) at latest.**

2. The proposals shall be submitted in **one original and one copy**.

### 3. **Contract Negotiations**

The aim of the negotiations is to reach an agreement on any suggestions you may have made to improve the Terms of Reference.

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

Agreement will then be reached on the final Terms of Reference.

### 4. **Review of reports**

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

**FORM NO. F-1**  
**(To be Filled by Bidder)**

From: .....  
.....  
.....

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

Sir

**Hiring of Service Provider for (..... )**

I ..... herewith enclose Technical Proposals for selection as Service Provider for the Ministry of Health and Wellness and the Trust Fund for Specialised Medical Care.

I undertake that, in competing for (and, if the award is made to me, 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 I have taken steps to ensure that no person acting for me or on my behalf will engage in any type of fraud and corruption during my participation in the bidding process and I commit myself to observe the same principles if the contract is awarded to me and during its execution. I understand that transgression of the above is a serious offence and appropriate actions will be taken against me.

Yours faithfully,

Signature :

Full name :

Address :

Contact :

Email :

**FORM F-2**  
**(To be Filled by Bidder/Service Provider)**

**FORMAT OF CURRICULUM VITAE (CV) FOR SERVICE PROVIDERS**

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 Service Provider]***

**Full name of Service Provider: .....**

**FORM F-3**  
**(To be Filled by Bidder/Service Provider)**

**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. (if any)

**FORM F-4**  
**(To be Filled by Bidder/Service Provider)**

**Cost Estimate of Services<sup>1</sup>**

**Remuneration:**

<b>Name of Service Provider</b>	<b>Monthly Rate (MUR)</b>	<b>Working Months</b>	<b>Total Costs (MUR)</b>
.....	.....	.....	.....
		Sub-Total (Remuneration)	.....

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<sup>1</sup> Rates shall be used for extension of contract for Time-based contract at negotiation stage or as otherwise specified



**CONTRACT No. ....**

**SERVICE CONTRACT**

**BETWEEN**

**Ministry of Health and Wellness on behalf of the  
Trust Fund for Specialised Medical Care**

**AND**

**(Name of Service Provider..... )**

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ANNEXURE I                Terms of Reference	

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

**WITNESS THAT:**

**WHEREAS** the Ministry of Health and Wellness (TFSMC) 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 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 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.

**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 Terms of Reference (Annexure I) or indicated by the Ministry of Health and Wellness (TFSMC).
- 2.2 The Services shall be for an initial period of one year and may be renewed subject to the Ministry of Health and Wellness (TFSMC) being satisfied with the services of the Provider, beginning on the date of commencement of the services, and ending not later than one year after the signature of the contract.

**ARTICLE III**  
**DUTIES OF THE SERVICE PROVIDER**

- 3.1 The Service Provider 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 (TFSMC).
- 3.2 The Service Provider shall:
- (a) regularly report to, and obtain direction and guidance from the Ministry of Health and Wellness (Trust Fund for Specialised Medical Care) on all matters arising from or relating to the present Contract; and
  - (b) promptly comply with such instructions as may be issued from time to time by the Ministry of Health and Wellness (TFSMC) in connection with the performance of the services.
- 3.3 The Service Provider shall perform the services to the satisfaction of the Ministry of Health and Wellness (TFSMC) in accordance with the Terms of Reference and at such intervals as the Ministry of Health and Wellness (TFSMC) may require.
- 3.4 The Service Provider 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 (TFSMC) for the purposes of making payment or settlement under the contract where applicable.
- 3.5 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.

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

- 4.1 The Ministry of Health and Wellness (TFSMC) shall pay to the Service Provider, in respect of the services, the various amount specified in Annexure II to this Contract (hereinafter referred to as the "Contract Amount").
- 4.2 The Contract Amount shall be paid to the Service Provider in accordance with the modalities specified in Annexure II to the present Contract, which forms an integral part thereof.

**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 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 (TFSMC).
- 5.3 Any study, report or other material, graphic, software or otherwise, prepared by the Service Provider for the Client under the Contract shall belong to and remain the property of the Client.

**ARTICLE VI**  
**ASSIGNMENT AND SUB-CONTRACTING**

- 6.1 Except with the prior written consent of the Ministry of Health and Wellness, 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; and
  - (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.
- 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 (TFSMC) 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 Ministry of Health and Wellness (TFSMC) 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 (TFSMC) 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 Ministry of Health and Wellness (TFSMC) 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 (TFSMC) 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 Ministry of Health and Wellness (TFSMC) 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**

Address:     **The Senior Chief Executive,  
Ministry of Health and Wellness  
Level 4, NexSky Building  
Ebène**

E-mail: scemohsecgovmu.org

**For the Service Provider**

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 on the date first above written.

**FOR MINISTRY OF HEALTH AND WELLNESS  
ON BEHALF OF  
TRUST FUND FOR SPECIALISED MEDICAL CARE**

**FOR THE SERVICE PROVIDER**

.....

.....