

OPEN INTERNATIONAL BIDDING

ACTUARIAL REVIEW 2025/2026 OF SUGAR INSURANCE FUND IN MAURITIUS

Procurement Reference No.: [108/FY/2025]

Closing date: 25 November 2025

CLIENT: SUGAR INSURANCE FUND BOARD

18, SSR Street, Port Louis 11328

MAURITIUS

Tel: +230 260 4700 Fax: +230 208 2634 Email: <u>sifb@sifbmu.org</u> Website: <u>www.sifb.mu</u>

REQUEST FOR PROPOSAL

LETTER OF INVITATION TO BID

Dear Bidder,

SUBJECT: ACTUARIAL REVIEW 2025/2026 OF MAURITIUS SUGAR INSURANCE FUND

- 1. The Sugar Insurance Fund Board (SIFB) of the Republic of Mauritius is pleased to invite bid proposals from qualified actuarial consulting firms for the commissioning of an Actuarial Review of the Sugar Insurance Fund.
- 2. The following documents are enclosed to enable you to submit your proposal:
 - (a) the Terms of Reference (TOR) for Actuarial Review (ANNEX 1);
 - (b) the minimum information requirements for the curriculum vitae of consultants (ANNEX 2);
 - (c) the sample Client Letter under which the services will be performed (ANNEX 3).
- 3. Any request for clarification should be forwarded via fascimile (No 208 2634) or e-mail (sifb@sifbmu.org) addressed to the attention of the same person mentioned in para. 7.10. Request for clarifications will be entertained up to 14 days prior to the closing date of 25 November 2025 for submission of proposals.
- 4. The Government of the Republic of Mauritius requires that bidders participating in the procurement to observe the highest standard of ethics during the procurement process and execution of contracts.
- 5. Prospective Bidders are also advised to consult the website of the Procurement Policy Office of Mauritius <u>ppo.govmu.org</u> to acquaint themselves with the legislations related to procurement in Mauritius.
- 6. Consulting firms participating in this open international bidding shall ascertain that they are qualified to participate, have prior experience in crop insurance actuarial reviews and have the necessary modelling tools, software, actuarial expertise and professional staff to deliver as per the TOR at ANNEX 1 within the time frame of 9 months.

7. Submission of Proposals

- 7.1 The original of the Technical Proposal shall be placed in a sealed envelope clearly marked at the top left-hand corner as "TECHNICAL PROPOSAL SIFB Actuarial Review 2025/2026" followed by the Procurement Reference Number 108/FY/2025.
- 7.2 Similarly, the original of the Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL SIFB Actuarial Review 2025/2026" followed by the Procurement Reference Number 108/FY/2025.
- 7.3 The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall also bear the submission address and Procurement Reference Number 108/FY/2025.

- 7.4 The Client shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection.
- 7.5 If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this may also constitute ground for declaring the Proposal to be non-responsive.
- 7.6 All Proposals as well as all related correspondence exchanged by any potential bidder and the Client, shall be written in **English**. Documents to be issued by the Consulting Firms as part of this assignment must also be in English. It is desirable that the firm's Personnel have a working knowledge of English.
- 7.7 In preparing their Proposal, Consulting Firms are expected to examine in detail the documents comprising the RFP and all its annexes. Prospective Bidders should also familiarize themselves with the local context of the Mauritius Sugar Industry and take them into account in preparing their Proposals. To obtain first-hand information on the local context, Consultants are advised to visit the SIFB website www.sifb.mu as well as the Mauritius Cane Industry Authority on www.mcia.mu.
- 7.8 The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consulting Firm. Material deficiencies in providing the information requested may result in the rejection of a Proposal.

7.9 **Joint Venture**

- (i) Consulting Firms may associate with other Consultants in the form of a joint venture or of a sub-consultancy agreement to complement their respective areas of expertise, strengthen the technical responsiveness of their proposals and make available bigger pools of experts, or to provide better approaches and methodologies.
- (ii) If a Consulting Firm considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, then it may associate with either another Consultant(s), provided the latter is not a bidder on his own for the same exercise.
- (iii) In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
- (iv) For a Joint Venture to qualify for this assignment, the lead member of the Joint Venture shall individually satisfy the qualifications and experience criteria related to this assignment as defined by the SIFB.
- 7.10 All Proposals must be addressed and sent to the following address:

The Officer in Charge SUGAR INSURANCE FUND BOARD 18, SSR Street, Port Louis 11328 MAURITIUS.

- 7.11 The proposals shall reach the Officer in Charge of SIFB not later than **25 November 2025** by 16:00 hours local time, or any extension to this date if so required.
- 7.12 Any proposal received at the SIFB after the closing date for submission shall not be considered.
- 7.13 NO TECHNICAL OR FINANCIAL PROPOSAL SHALL BE SUBMITTED BY ELECTRONIC MAIL. NON-COMPLIANCE WILL LEAD TO OUTRIGHT REJECTION OF BIDS RECEIVED.

8. Technical Proposal Content

- 8.1 The Technical Proposals shall provide the following information:
 - (i) Background of the Actuarial Consulting Firm/Organization and Areas of Expertise
 - (ii) The Lead Consultant(s), Team of Consultants and other professional staff proposed to be involved in this assignment,

Qualification and experience of the Consultants and other professional staff in Actuarial Reviews of Crop Insurance Schemes shall be of paramount importance.

Consulting Firms are advised to submit the Curriculum Vitae (CV) of their Consultants and other professional staff which should be signed by the consultants and staff themselves or by an authorized representative of the Consulting Firm.

The minimum information requirements of their CV shall be as per ANNEX 2.

- (iii) An outline of the experience of the Actuarial Consulting Firm on assignments/ projects executed of similar nature (i.e. Actuarial Reviews of Crop Insurance Schemes) involving the proposed Lead Consulting Actuary with minimum information requirements for each assignment/project carried out as follows:
 - Scope of assignment/project
 - Name of client & country
 - Services provided and deliverables under each assignment/project
 - Name of senior professional staff of your firm involved in the assignment/project and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader)
 - Techniques used and methodologies applied

In case of joint venture, for each partner, on assignments of a similar nature.

- (iv) Information should be provided only for those assignments for which the Consulting Firm was legally contracted by its client as a corporation or as one of the major firms within a joint venture. Assignments completed by an individual professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consulting Firm, or that of its associates, but can be claimed by the professional staff themselves in their CVs. Consulting Firms and their Consultants should be prepared to substantiate their claimed experience if so requested by the SIFB.
- (v) An accurate description of the technical approach to address each objective of the assignment and the methodologies (including approach, modelling tools and simulations) proposed by the Consulting Firm to execute each requirement of the Terms of Reference (TOR) and its deliverables. It is required to include a work plan highlighting the main activities of the assignment, their content and duration, milestones (including interim approvals by the SIFB), and delivery dates of the reports.
- (vi) The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan.
- (vii) Any comments or suggestions on the TOR including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements, services and facilities to be provided by the SIFB for the execution of the assignment.

8.2 The Technical Proposal shall **not** include any financial information. **A Technical Proposal** containing information on the financial proposal may be declared non responsive.

9. Financial Proposals

- 9.1 The Financial Proposal shall list down all the costs associated with the actuarial services required by the SIFB according to the TOR.
- 9.2 Ancillary costs related to the displacement of the Consultants to Mauritius and their accommodation and other associated expenses shall be quoted separately in their Financial Proposal. Travel and accommodation expenses to Mauritius shall require the prior approval of the Board and shall be subject to such terms and conditions as may be determined by the Board.
- 9.3 Consulting Firms, other than those incorporated in Mauritius, may express the price of their services in a maximum of three freely convertible currencies. However, it shall be up to the SIFB to decide in which currency to transact upon award of the contract.

10. Clarifications and Amendments of RFP Documents

- 10.1 Consulting Firms may request clarifications of any of the RFP documents up to 14 days prior to the closing date of 6th November 2025 for submission of proposals.
- Any request for clarification must be sent in writing, or by standard electronic means to the SIFB's address at sifb@sifbmu.org. The SIFB will respond in writing, or by standard electronic means.
- Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will also be published on the SIFB's website for the benefit of all prospective Consulting Firms. Should the SIFB deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure spelt out hereafter.
- At any time before the submission of Proposals, the SIFB may amend the RFP by issuing an addendum in writing and that shall be published on the website www.sifb.mu only.
- 10.5 Consulting Firms are strongly advised to regularly check the website of the SIFB for any additional information that may be published from time to time in respect of the RFP and which will be binding on all, irrespective of whether or not same has been taken cognizance of by the prospective bidder from the website.
- To give Consulting Firms reasonable time to take an amendment into account in their Proposals, the SIFB may, if the amendment is substantial, extend the deadline for the submission of Proposals. Again, this shall be published on the SIFB's website www.sifb.mu only.

11. Proposal Evaluation

From the time the Proposals are opened to the time the Contract is awarded, the Consulting Firms should not contact the SIFB on any matter related to its Technical and/or Financial Proposal.

- Any effort by the Consulting Firms or their *préposés* by any means to influence the SIFB in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consulting Firm's Proposal.
- The proposals will be evaluated on a two-tier basis, i.e. Technical Evaluation followed by Financial Evaluation. Only those technically sound proposals will proceed for the next stage of Financial Evaluation.
- 11.4 The Evaluation of Technical Proposals shall be carried out on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, or such other criteria that may be deemed fit, not limited to those described below:
 - (i) Past Experience of Consulting Firm in Crop Insurance Actuarial Reviews
 - (ii) Key professional staff qualifications, and professional competence, i.e. Lead Consultant or Team and other professional staffs to be involved in this assignment
 - (iii) Specific experience of the individual Consultants in Crop Insurance Actuarial Reviews
 - (iv) Adequacy of the proposed Technical approach and methodology and work plan in responding to the Terms of Reference.
- 11.5 A Proposal shall be rejected if it does not respond to important aspects of the RFP, and particularly the Terms of Reference.
- 11.6 A maximum of 75 marks will be awarded for Technical Proposals and a maximum of 25 marks for Financial proposals.
- During the course of any stage of evaluation of proposals, the SIFB reserves the right to seek any clarifications deemed necessary to enable further processing. Should you be contacted for any information, you must be prepared to furnish the necessary clarifications, as may be required to adjudge the reasonableness of your technical or financial proposals.
- Only the bidders having submitted the best proposals and having passed both stages of evaluation will be considered for the assignment.
- 11.9 It is estimated that the minimum duration of the assignment shall be for a period of 9 months from the effective date of the Client Letter. You should base your financial proposal on these figures, giving an indication of man-months considered necessary to undertake the assignment.
- 11.10 The time to be spent in Mauritius and that in office outside Mauritius should be clearly indicated.
- 11.11 You are requested to hold your proposal valid for 90 days from the deadline for submission of proposals during which period you will maintain without any change, your proposed price. The SIFB will make its best efforts to finalize the agreement within this period.
- 11.12 The SIFB is not bound to accept any proposal submitted by any bidder, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to any prospective Bidders.
- 11.13 Please note that the cost of preparing a proposal and of negotiating the terms of the award of a contract including visits to Mauritius, if any, is not reimbursable by the SIFB as a direct cost of the assignment.

11.14 Assuming that the contract negotiations can be satisfactorily concluded within a reasonable delay, you will be expected to take up/commence with the assignment as from the effective date of the Client Letter, including visits to Mauritius for consultations with stakeholders.

12. Tax Liability

- Please note that the remuneration which you receive from this contract will be subject to normal tax liability in Mauritius. Consulting Firms, other than those incorporated in Mauritius, shall be subject to local taxes (such as: value added tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract.
- 12.2 If applicable, it is the responsibility of the Consultant to contact the local tax authorities to determine the local tax amount to be paid by the Consulting Firms under the Contract.
- 12.3 Consulting Firms are requested to contact the Mauritius Revenue Authority at the following address to obtain the relevant information in this respect.

MAURITIUS REVENUE AUTHORITY Ehram Court, Cnr Mgr. Gonin & Sir Virgil Naz Streets, Port Louis, MAURITIUS

Tel: +230 207 6000 Fax: +230 207 6053

Email: largetaxpayer@mra.mu

Website: http://mra.mu

12.4 The Consulting Firm shall meet the cost of any insurance and/or medical examination or treatment required during the course of performing the services under the Contract/Client Letter in the territory of Mauritius.

We commit ourselves to maintain the highest standard of integrity and ethical principles during all stages of the procurement cycle. The SIFB would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

G. Gooroochurn Officer in Charge

Enclosures:

ANNEX 1: The Terms of Reference (TOR) for 2025/2026 Actuarial Review **ANNEX 2:** Minimum information requirements for the Curriculum Vitae **ANNEX 3:** Sample Client letter under which the services will be performed



TERMS OF REFERENCE FOR ACTUARIAL REVIEW 2025/2026 OF MAURITIUS SUGAR INSURANCE FUND

1. PREAMBLE

- 1.1 The Sugar Insurance Fund Board (SIFB) is a statutory body, established by an Act of Parliament, i.e. Act No 4 of 1974. It is a continuation of the former Cyclone and Drought Insurance Fund Board, established in 1946. The Sugar insurance Fund Act can be downloaded on its website www.sifb.mu
- 1.2 The SIFB provides for a mutual and compulsory insurance scheme with the main objective to insure sugar producers and support the sugar sector against losses arising due to adverse climatic conditions (cyclone, drought, excessive rainfall) and fire. The categories of insureds are planters/métayers and millers.
- 1.3 The SIFB was established at a time when the sugar industry was the backbone of the economy. Over the period 1946 to late 1990s, the industry continued to expand and flourish. Since the early 2000, the industry has been facing numerous challenges such as erosion of trading preferences with the end of sugar protocol in 2009, rising costs of production, shortage of labour, land abandonment and fluctuating sugar prices.
- 1.4 These challenges led to an overhauling of the industry with a view to maximising the returns out of the cane growing activity through the enhanced production of other value-added products. To ensure its sustainability and long-term viability of the sugar industry, a gradual transition was made to become the cane industry by exploiting the full value of all other co-products of sugarcane, namely molasses, bagasse, ethanol, etc...
- 1.5 Over the period of time, the industry underwent numerous reforms as witnessed by the centralisation of its milling activities to render the industry more efficient and resilient. In the context of industrialisation and other development, the shift in economic activities indirectly rendered the sugarcane activity lesser and lesser attractive and contributes around 2% to local GDP.

2. INDUSTRY CONTEXT AND TRENDS

2.1 Land under Cane

Since 2001, the total land under cane cultivation witnessed a fall from 77,313 Hectares to stand at some 39,281 Ha for Crop 2024. The lands have been parcelled out for other commercial, residential or development purposes as well as abandonment.

2.2 Harvest Extent

Since 2001, the extent of sugar cane land harvested fell from 72,087 hectares to 33,408 hectares for Crop 2024.

2.3 Cane Harvest

Since 2001, the volume of sugar canes reaped fell from 5.8 Million Tonnes to 2.2 Million Tonnes for Crop 2024.

2.4 Sugar Produced

Since 2001, the amount of sugar produced from canes milled fell from 648,090 Tonnes to 226,972 Tonnes for Crop 2024.

2.5 Number of Planters

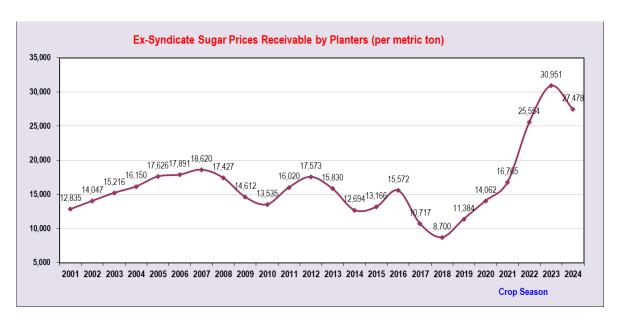
The number of planters recorded fell from 28,645 in 2001 to some 8,140 for crop 2024. This is mostly seen for small-sized plantations.

2.6 Sugar Mills

Since 2001, the number of sugar mills in operation island-wide fell from 14 to 3 for Crop 2024.

2.7 Ex-Syndicate Sugar Prices

The gradual end of the ACP/EU Sugar Protocol led to a cut in sugar prices staggered over 3 years with the full price-cut effect of 36% as from October 2009. Since 2001, the ex-Syndicate sugar prices received by planters per tonne of sugar produced is illustrated below:



3. STRATEGIC MEASURES

- 3.1 In light of the above context, a series of industrial reforms were undertaken for the successful readaptation of the sugar sector vis-à-vis the changing configuration of the world market and to reduce cost of production.
- 3.2 At the level of SIFB, various strategic measures were also implemented for the benefit of the Fund as well as all sugar producers across the Board. The major ones are summarized below:
 - (i) 50% reduction of premium rates chargeable to sugar producers from Crop 2012 up to Crop 2020, with the full rates reinstated again as from Crop 2021;
 - (ii) Payment of financial assistances for years 2014, 2015 and 2017, 2018.
 - (iii) Grouping of planters into two categories, namely Growing unit and Large Planters;
 - (iv) Claims Assessment to be carried out individually for large planters and on a group basis for small planters;
 - (v) Declaration of Event Year with a minimum of 20% threshold loss measured at island level;
 - (vi) Increase in fire compensation rates with a bonus-malus system for fire premiums;
 - (vii) Revision in the computation of Insurable Sugar per Hectare & determination of Ranking;
 - (viii) No reinsurance cover for the Fund on unfavourable terms and market rates.
- 3.3 Under the current terms of insurance, no Event Year has been declared by the Board since Crop Year 2021 on account of any insured risk event, hence no general compensation payable to insureds for any loss incurred in sugar production.
- 3.4 The estimated Fund value is Rs 6 Billion as at 30 June 2025.

4. PAYMENT OF FINANCIAL ASSISTANCES, OUTSIDE SIFB MANDATE

- 4.1 As a result of falling sugar prices, stakeholders of the sugar industry made representations to then Consulting Actuary for the Fund to consider the disbursement of once-off financial assistances from the insurance fund.
- 4.2 Although such assistances were outside the mandate of the SIFB, taking into consideration the financial soundness of the Fund at that time, the Consulting Actuaries had recommended the payment of financial assistances with respect to Crop Years 2014 and 2015 but subject to prerequisite conditions being satisfied. Immediately thereafter these payments, the reinsurers downgraded the risk rating of SIFB and terms for reinsurance cover became unfavourable.
- 4.3 However, in 2017 and 2018, the Government called upon the SIFB to pay such financial assistances again for Crop Years 2017 and 2018. Such financial assistances were disbursed without prior actuarial assessment on the solvency situation of the Fund.
- 4.4 This situation had led to a breach in the solvency capital requirements of the Fund due to which an actuarial review had to be commissioned in 2019 and the terms of insurance were subsequently hardened effective as from Crop 2021.

- 4.5 Furthermore, a study undertaken by the World Bank in 2019/2020 in its Policy Note dated 19 December 2020 stressed that:-
 - "Institutions supporting the sugarcane sector should focus on: (i) helping the value chain use market-based risk financing instruments (rather than relying on public expenditures and SIFB);"
 - "SIFB should transition to only facilitating market-based risk financing to the sector, such as hedging and insurance (drop its ad-hoc support to the sector), gradually leaving the industry to procure such coverage on their own according to specific needs."
- 4.6 Despite the above, the possibility for call of funds by the Government for payment of financial assistance by SIFB cannot be entirely ruled out due to the high volatility of sugar prices and costs of production.

5. NEED FOR A MORE ACCURATE DETERMINATION OF INSURABLE INTEREST OF INSUREDS

- 5.1 Currently, the insurable value is comprised of that of sugar and molasses only. Following the recommendations of the World Bank Policy Note on the sugarcane sector review, the values of other cane derivative products, such as bagasse and ethanol have significantly increased.
- 5.2 The SIFB is also in presence of a petition made by a group of planters to consider insuring the risk of destruction of cane plantations by wild animals. It is to be noted that under the current legislation, the Board may compensate cane plantations partly or totally destroyed by cyclone, drought or excessive rainfall.

6. ADMINISTRATIVE EXPENSE RATIO, OPERATIONAL STAFFING, VOLUME OF WORK, IMPACT OF PRODUCT DESIGN ON OPERATIONAL STRATEGY

- 6.1 The Actuarial Review in 2006 recommended that the expense ratio be kept at around 12%. In 2011, another Actuarial Review held the view that though there is no specific value for such a ratio that can be absolutely determined as appropriate, it suggested that a target should be set to reduce the ratio to an acceptable level.
- 6.2 In 2013, the Board commissioned an organisational review of the HR requirements of the Fund, following which some 100 officers left on Voluntary Retirement in July 2013 out of a total of some 230 employees.
- 6.3 In August 2016, the Board commissioned the then Consulting Actuary to simplify the current insurance work processes, culminating in the yearly assessment of premium and compensation.
- 6.4 Currently, the ratio of administrative expenses to Gross Premium Income stands at around 35%. It is to be noted that:
 - (i) the type of insurance product drives the work processes, hence the volume of work and the HR requirements; and
 - (ii) the weightage of the cost of monitoring the insurance policy, more particularly those of small planters, is a determinant and driving factor in the overall administrative costs.

6.5 The 2016-2017 actuarial review recommended the grouping of all small planters within an Enlarged Factory Area having extent under cane not more than 300 hectares island-wide, for the purposes of determining insurance premium and compensation. As a result, several workflows in the Claims section such as transfers of benefits, scanning of ISH (insurable sugar per hectare) files, activating and de-activating groups of planters for combined assessment were terminated whilst in the Inspectorate section, investigations into cane-shifting and reporting thereon, stopped. The moral hazard of cane shifting resulting in potential over-payments of general compensation was thus curtailed.

7. TERMS OF REFERENCE (ToR) FOR ACTUARIAL REVIEW 2025

- 7.1 The last actuarial review of the position of the Fund was carried out in 2019-2020 and the new terms of insurance effectively applicable as from **Crop Year 2021**.
- 7.2 Section 48 (Consulting Actuary) of the SIF Act requires that an actuarial review of the position of the Fund be undertaken by a consulting actuary at least once every 5 years.
- 7.3 Therefore, there is a need for the SIF to commission an actuarial review of the Fund to be applicable for the next 5 crop years.
- Against this background and to continue the fulfilment of its obligations under the SIF Act, THE BOARD is soliciting the services and expertise of firms involved in actuarial consultancy, specialising in the field of agricultural/crop insurance actuarial reviews, to undertake an overall actuarial review of the Fund as per the Terms of Reference below:

7.5 **Under General Insurance**

- 7.5.1 To undertake an actuarial review as provided for under Section 48 of the SIF Act by carrying out a full projection based on past data and such other factors which may come to light in the course of the study and interaction with stakeholders.
- 7.5.2 To model and advise on the possibility of enhancing the general insurance product to include the value of other cane derivatives in the pricing mechanism under Section 47 of SIF Act.
- 7.5.3 To model and advise on the feasibility of incorporating the risk of destruction of cane plantations by wild animals in the existing insurance scheme of partly or totally destroyed cane plantations under the provisions of sub-sections 26(7) to 26(9) of the SIF Act.
- 7.5.4 To review the general insurance product premium rates, declaration thresholds and other insurance terms under the current or enhanced product design with the inclusion of the risk of destruction of cane plantations by animals.
- 7.5.5 To re-visit and advise on the simplification of the cumbersome general insurance work processes after a thorough examination of the current data structure of the insurance database, its interrelationship with returns from MCIA-CAD and Millers, as well as the current work processes of the Inspectorate Section culminating in the yearly assessment of premium and compensation.
- 7.5.6 Based on informed discussions with the Board and other relevant stakeholders, to investigate the limits of climatic cover provided with the objective of re-assessing the capacity of the Fund from a solvency and capital management perspective.

- 7.5.7 To advise on the appropriateness of the investment strategy of the Fund.
- 7.5.8 To model and test ranges of sensitivity scenarios in order to determine the Solvency Capital Requirement and ideal Coverage Ratio based on the forecasted sugar price and values of cane derivatives.
- 7.5.9 To recommend a methodology for determining solvency capital requirements of the Fund for ongoing monitoring until the next full review of the Fund.

7.6 <u>Under Fire Insurance</u>

7.6.1 To carry out a detailed examination of the fire insurance account and recommend appropriate premium rates, any change in compensation rate and any change in the premium discount or penalty rates applicable.

7.7 **Financial Assistance**

- 7.7.1 Taking into account the viability price determined by the Mauritius Cane Industry Authority, in the eventuality of a call of funds from SIFB for the payment of financial assistance to producers in whatsoever form due to price volatility, to advise and recommend as follows:
 - (i) the need for setting up of a separate account for that purpose or otherwise;
 - (ii) a methodology to be followed in the consideration of such ad-hoc payments; and
 - (iii) the conditions to be satisfied prior to any such disbursements and modalities thereof.

7.8 **Other**

To formulate any recommendations with regards to the operations of the insurance system and underlying work processes that may be applicable based on best international practices for crop/agricultural insurance schemes internationally.

8. DELIVERABLES

- 8.1 The Actuary shall:
 - 8.1.1 In line with the ToR, undertake a comprehensive review of the Fund and make such recommendations to the Board as may be considered necessary, after taking into account of the following:
 - (i) the state and evolution of the sugarcane industry, here and worldwide;
 - (ii) the current asset allocation of the Fund and efficacy of the Board's investment policy;
 - (iii) the absence of reinsurance cover;
 - (iv) the nature, accuracy and interpretation of data, the methodology and key assumptions underlying the basis of the SIFB's insurance as explicated in the schedules attached to the SIF Act.
 - 8.1.2 Visit Mauritius on at least two occasions during the course of the study to:

- (i) meet with Management and the Board as well as hold consultative sessions with the stakeholders of the Mauritius Sugar Industry.
- (ii) present the preliminary findings and outcomes of the actuarial review and its draft report to the Board.

Any such visits shall obtain the prior written approval of the Board.

- 8.2 The Actuary shall prepare and deliver a comprehensive report to the Board in **9 months** after the signature of the Client Letter, which shall address any recommendations, expert advice or opinions on the matters referred to under the ToR and on such other matters which the Consulting Actuaries may deem necessary in the best interests of the Fund.
- 8.3 The report referred to under 8.2 should state at least:
 - 8.3.1 who has commissioned the report and the addressee(s) of the report;
 - 8.3.2 the purpose of the report, the terms of reference and any other duties of the Actuary under the Agreement given;
 - 8.3.3 the extent, if any, to which the report falls short of, or goes beyond, its stated purpose;
 - 8.3.4 the name of the Actuary, his/ her professional qualification and the capacity in which he/she has prepared the report;
 - 8.3.5 methodology used and the key assumptions as compared with the last similar report;
 - 8.3.6 the extent of any reliance on the opinion of others, for example in regard to certifying the accuracy of the data;
 - 8.3.7 the nature, accuracy and interpretation of data; and
 - 8.3.8 comparisons of actual experience with that expected under the assumptions made in the previous report.
- 8.4 The report to the Board referred to under 8.2 should be signed-off by two qualified actuaries, recognised by the International Actuarial Association.

9. CLIENT LETTER

A Client Letter, a specimen of which is attached at **ANNEX 3**, will have to be signed between the successful bidder and the SIFB, after legal clearances required.

MINIMUM INFORMATION REQUIREMENTS OF CURRICULUM VITAE (CV)

Name of Consultant:
Profession:
Date of Birth:
Nationality:
Membership in Professional bodies:
Key Qualifications:
[Give an outline of experience and training most pertinent to tasks on assignment. Describe degree of responsibility held on relevant previous assignments and give dates and locations.]
Education: [Summarize college/university and other specialized education, giving names of institutions, dates attended, and degrees obtained.]
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.
Relevant Experience: For past experience, also give types of assignments undertaken and employers' references, where appropriate, that best illustrates the capability to handle the tasks assigned
Languages: [For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]
Certification: I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and experience.
Date: Day/Month/Year
[Signature of Consultant]
Full name of Consultant:

SAMPLE CLIENT LETT ER

The Sugar Insurance Fund Board 18 Sir Seewoosagur Ramgoolam Street Port Louis 11328 Mauritius Date

Please quote in reply

Dear Sirs

Terms and Conditions for consultancy services provided by (Consultancy firm). This letter (the "Client Letter") sets out the terms and conditions under which (Consultancy firm) ("we" or "THE ACTUARIAL CONSULTING FIRM") will provide certain services to The Sugar Insurance Fund Board ("THE BOARD").

1. Services

- 1.1 We will provide the Services set out in Schedule 1 (the "Services").
- 1.2 A number of limitations apply to these Services and these are also set out in Schedule 1.

2. Supply and Ownership of Information

- 2.1 We will ask THE BOARD to provide us with all the information and records necessary to enable us to provide our Services. We will provide our Services on the basis that this information is accurate, complete and not misleading.
- 2.2 We will usually retain our files, including such information and records as THE BOARD may have supplied, for five years after which we may destroy them unless both of us agree otherwise.
- 2.3 All communications between us will be treated as strictly confidential by both of us. This information may only be disclosed to third parties if required by law, by any applicable guidance issued by the (professional actuarial organisation of the country of the Consultancy firm) after a request from THE BOARD's professional advisers or ours or if we both consent to the disclosure in writing.

2.4 THE BOARD will not acquire any proprietary rights in respect of any software or other systems that we use in carrying out our Services.

3. Exclusive use

- 3.1 Any information, reports, opinions, results in whatever form ("Information") provided by THE ACTUARIAL CONSULTING FIRM to THE BOARD under this Client Letter shall be addressed to THE BOARD and are provided for the exclusive benefit and use of THE BOARD. THE BOARD agrees not to distribute or disclose, in whole or in part, such Information to any other persons or bodies without the prior written consent of THE ACTUARIAL CONSULTING FIRM, nor to use any Information for any purpose other than that for which it was requested.
- 3.2 Notwithstanding the terms of paragraph 3.1, THE ACTUARIAL CONSULTING FIRM agrees that THE BOARD may release signed copies of Information to their insurance regulatory authority, their auditors or to the relevant tax authority on the understanding that THE BOARD will advise the recipients that the Information should be regarded as confidential. THE ACTUARIAL CONSULTING FIRM furthermore does not assume any liability towards any third parties for damages suffered by such third parties, resulting from disclosure by THE BOARD to such third parties.
- 3.3 THE ACTUARIAL CONSULTING FIRM acknowledges that in certain circumstances THE BOARD may wish to disclose Information to other Third Parties. THE ACTUARIAL CONSULTING FIRM will agree to release copies of any Information to such Third Parties, subject to:
 - 3.3.1. THE ACTUARIAL CONSULTING FIRM's Client Letter that the named Third Parties may receive the Information and;
 - 3.3.2. Prior receipt of a signed release letter from the Third Party in the form provided by THE ACTUARIAL CONSULTING FIRM (a draft of the required form is available on request), as well as a letter of consent by THE BOARD.

4. Indemnity and Limitation of Liability

- 4.1 THE BOARD agrees that THE ACTUARIAL CONSULTING FIRM's liability for any loss suffered by THE BOARD as a result of any breach of the terms of this Client Letter by THE ACTUARIAL CONSULTING FIRM or any breach of a duty owed by THE ACTUARIAL CONSULTING FIRM under the common law or statute shall be limited to the amount specified in Clause 10 of Schedule 2 of this Client Letter.
- 4.2 THE BOARD agrees to indemnify THE ACTUARIAL CONSULTING FIRM against all liabilities that THE ACTUARIAL CONSULTING FIRM incurs as a result of the failure of THE BOARD to comply with the obligations set out in section 3 of this Client Letter and such liabilities (whether

under the common law or statute) shall be limited to the amount specified in Clause 10 of Schedule 2 of this Client Letter.

5. Fees

- 5.1 The charges for our Services will be determined as follows:
 - 5.1.1. For Services where the terms have been agreed in advance in writing a fixed fee may apply.
 - 5.1.2. For Services where no fixed fee has been agreed, our fees will generally be calculated by reference to the time spent by us, using charging rates that may be applicable for each category of staff. In case of an additional work being required by THE BOARD, our fees shall be calculated at the applicable rates and shall be capped at an amount and a time frame to be mutually agreed between us.
 - 5.1.3. Any other reasonable expenses and disbursements incurred by us in providing our Services. These may include computer charges, bulk mailings, travel costs and other out of pocket expenses.
- 5.2 We will send THE BOARD invoices together with (if required) an analysis of the work done.
- 5.3 We will not add any taxes or duties to the sums specified in 5.1 and 5.2 above.
- All invoices are payable within 30 days of the invoice date. Where an invoice is not paid within 30 days of the invoice date THE BOARD agrees to pay interest for late payment at a rate not exceeding Mauritius benchmark interest rate.
- 5.5 If any invoice remains unpaid 90 days after the issue date, we reserve the right to terminate the Client Letter with immediate effect and we would be under no obligation to carry out any further work for THE BOARD. Termination of the Client Letter does not prejudice our rights of recovery of outstanding fees.

6. Variation

- 6.1 The terms of this Client Letter may only be varied if we both agree to the change in writing.
- 6.2 The benefit of this Client Letter may not be assigned without the prior written consent of the other party and that consent may not be unreasonably withheld.

7. Problems

- 7.1 If THE BOARD has a problem with our Services which THE BOARD is unable to resolve with the staff involved, THE BOARD should contact me, as the (Consultancy firm) Director responsible for our Services to THE BOARD. We will make every effort to deal with it as quickly and efficiently as possible.
- 7.2 If there is any dispute about this Client Letter which we cannot mutually resolve, it will be resolved by an expert acceptable to both parties. If we are unable to reach Client Letter on the identity of the expert within six weeks of the dispute arising, THE BOARD will appoint the expert. The expert will act as an expert and not as arbitrator and his decision will be final and binding on both parties providing that it is not manifestly wrong. The costs of appointing the expert will be borne equally by both parties.

8. Termination

- 8.1 THE BOARD may terminate this Client Letter at any time by giving written notice to THE ACTUARIAL CONSULTING FIRM.
- 8.2 If, in THE ACTUARIAL CONSULTING FIRM's opinion, certain actions by THE BOARD should prevent THE ACTUARIAL CONSULTING FIRM from providing the Services in line with the professional standards under which it operates, THE ACTUARIAL CONSULTING FIRM will have the option to terminate this Client Letter by giving written notice to THE BOARD.
- 8.3 Upon termination of this Client Letter THE BOARD will pay THE ACTUARIAL CONSULTING FIRM all fees and reasonable out of pocket expenses incurred by THE ACTUARIAL CONSULTING FIRM up until such termination.
- 8.4 The provisions of sections 3 and 4 of this Client Letter will survive the termination of this Client Letter.

9. Jurisdiction and Notices

- 9.1 This Client Letter and any dispute arising from our performance of our obligations arising from it shall be subject to the law and jurisdiction of the Republic of Mauritius. The parties to this Client Letter irrevocably agree that the Supreme Court of the Republic of Mauritius shall have exclusive jurisdiction to settle any disputes which may arise out of, or in connection with, this Client Letter.
- 9.2 Any notice or communication required under this Client Letter is to be in writing and sent to the respective address at the head of this Client Letter or to such other address as may be notified in writing. The notice or communication may be sent by fax, e-mail, post or delivered by hand.

10. Data Protection Legislation

10.1 Where THE ACTUARIAL CONSULTING FIRM processes personal data on behalf of THE BOARD, THE ACTUARIAL CONSULTING FIRM will carry out such processing in accordance with the instructions given by THE BOARD from time to time and will take appropriate technical and organisational measures against unauthorised or unlawful processing of such data and against accidental loss of, or damage to, such data.

11. Special Terms

11.1 Notwithstanding anything else in this Client Letter the special terms set out in Schedule 2 shall modify the other terms of the Client Letter. Schedules 1 and 2 to the Client Letter form an integral part of the Client Letter and for the avoidance of doubt, reference to the Client Letter, shall include reference to the Schedules.

Schedule 1 – Services

TERMS OF REFERENCE FOR ACTUARIAL REVIEW

Schedule 2 – Special Terms

1. Term of appointment

- 1.1 THE BOARD appoints THE ACTUARIAL CONSULTING FIRM, who accepts, to act as Consulting Actuary and shall perform the Services set out in Schedule 1.
- 1.2 Such appointment is made with effect from this date and shall continue unless and until terminated as provided by the terms of Clause 11 below.

2. Duties of THE ACTUARIAL CONSULTING FIRM

During the appointment the Actuary shall perform the actuarial exercise and the Services in a professional and workmanlike manner consistent with industry standards reasonably applicable to such exercise and services.

3. Obligation to provide data

THE BOARD shall provide THE ACTUARIAL CONSULTING FIRM with such data in its possession which may be required by THE ACTUARIAL CONSULTING FIRM in the performance of their obligations under this Client Letter.

4. Deliverables

- 4.1 THE ACTUARIAL CONSULTING FIRM shall prepare and deliver a comprehensive report which shall address any findings and recommendations and expert advice on the matters referred to under Clause 2 above and on such other matters which THE ACTUARIAL CONSULTING FIRM may deem necessary, to THE BOARD within 7 months after the signature of the Client Letter.
- 4.2 Without prejudice to the generality of Clause 4.1 above, the report referred to in that Clause should state at least:
 - 4.2.1 who has commissioned the report and, if different, the addressee(s) of the report;
 - 4.2.2 the purpose of the report, the terms of reference and any other duties of THE ACTUARIAL CONSULTING FIRM under the Client Letter, including the Schedules;
 - 4.2.3 the extent, if any, to which the report falls short of, or goes beyond, its stated purpose;
 - 4.2.4 the name of the actuary, his/ her professional qualification and the capacity in which he/she has prepared the report;

- 4.2.5 the extent of any reliance on the opinion of others, for example in regard to certifying the accuracy of the data;
- 4.2.6 the nature, accuracy and interpretation of data.

5. Intellectual Property

5.1 Both THE BOARD and the ACTUARIAL CONSULTING FIRM will retain the intellectual property rights that they possessed before commencement of the engagement. Any new intellectual property created during the course of the engagement, will vest in THE BOARD on the express understanding the the ACTUARIAL CONSULTING FIRM will have the freedom to use any generic ideas (after deletion of the client specific information) after completion of this engagement. Notwithstanding the terms in section 3 of the Client Letter, THE ACTUARIAL CONSULTING FIRM agrees that THE BOARD may release copies of the final report produced by THE ACTUARIAL CONSULTING FIRM in accordance with the services defined in Schedule 1 to third parties. THE BOARD may also publish extracts of THE ACTUARIAL CONSULTING FIRMS's final findings and recommendations report on its website, provided that no reference is made to the name of the ACTUARIAL CONSULTING FIRM.

6. Confidential Information and Board Property

- 6.1 THE ACTUARIAL CONSULTING FIRM shall not, whether during or after termination of the provision of the Services, use any confidential information learned or acquired or generated by them in relation to THE BOARD's affairs ("Confidential Information") for any purposes whatsoever other than fulfilment of their obligations under this Client Letter.
- 6.2 THE ACTUARIAL CONSULTING FIRM may disclose the Confidential Information on a "need to know" basis to their employees and professional advisers.
- 6.3 THE ACTUARIAL CONSULTING FIRM shall not disclose any of the Confidential Information to any third party whatsoever without the prior written consent of THE BOARD, unless compelled to do so by obligation of law.
- 6.4 On having performed the Services and delivered the report referred to under Clause 4.1 of this Schedule, THE ACTUARIAL CONSULTING FIRM shall send, return or destroy at the option of THE BOARD, all Confidential Information in physical form and shall not retain any copies thereafter (other than one copy for their legal file) and shall, on request, confirm compliance with the provisions of this Clause.

7. Timescale

7.1 If THE ACTUARIAL CONSULTING FIRM fails to submit the report referred to under Clause 4.1 of this Schedule within 9 months from the Commencement Date of this Client Letter, THE BOARD shall as of right (without any judicial or extra-judicial process) be entitled to claim damages for any prejudice suffered by it, which damages shall not exceed any fees paid to date. For the purpose of this clause, the Commencement Date is the date when the Client Letter is signed by THE BOARD.

8. Fees

- 8.1 In consideration of the actuarial exercise and other services to be performed by THE ACTUARIAL CONSULTING FIRM under this Agreement, THE BOARD shall, subject to Clause 9 below, pay to the Actuary a fee of (in currency of country of Actuarial Consulting Firm: amount in no. and words).
- 8.2 The fees referred in this Clause shall, unless otherwise agreed in writing by the parties, be paid in stages as follows: 25% of the fee upon completion of information gathering, data analysis and model development for simulations, 50% upon submission of the draft report and its presentation to the Board, and 25% upon submission of the final report to the Board.

9. Expenses

- 9.1 THE BOARD shall disburse the costs of agreed visits to Mauritius of Messrs. (lead Consultant) and (Consultant 2) of THE ACTUARIAL CONSULTING FIRM for a total amount not exceeding (in currency of country of Actuarial Consulting Firm: amount in no. and words).
- 9.2 . The above amount is not included in the fee value as set out in clause 8.1 above.

10. Indemnity

10.1 The indemnity limit described in section 4 of the Client Letter is (in currency of country of Actuarial Consulting Firm: amount in no. and words).

11. Termination

- 11.1 This Clause 11 is in addition to section 8 of the Client Letter.
- 11.2 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate their agreement contained in this Client Letter without liability to the other if:
 - 11.2.1 The other party commits a material breach of the Client Letter and (if such breach is remediable) fails to remedy that breach within 21 days of that party being notified in writing of the breach; or
 - 11.2.2 The other party gives 21 days prior written notice of its intention to terminate the Client Letter.
- 11.3 Termination of this Client Letter, however arising, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.
- 11.4 Notwithstanding the terms in section 8.3 of the Client Letter, THE BOARD will only pay fees and expenses accrued under Clauses 8 and 9, respectively, of Schedule 2 subject to a minimum of (in currency of country of Actuarial Consulting Firm: amount in no. and words).

12. Force Majeure

12.1 Neither party shall have any liability to the other under this Client Letter if it is prevented from, or delayed in, performing its obligations under it or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control.

13. Non-waiver

- 13.1 No term or provision of this Client Letter shall be deemed waived and no breach thereof shall be deemed excused, unless such waiver or consent is given in writing and signed by the party alleged to have waived or consented.
- 13.2 No consent by any party to, or waiver of, a breach by the other party, whether express or implied, shall constitute consent to, waiver of, or excuse for, any different or subsequent breach.

14. Severance

- 14.1 If any provision of this Client Letter (or part of any provision) is found by any court or other body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 14.2 If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

15. Relationship of parties

15.1 The relationship of THE ACTUARIAL CONSULTING FIRM to THE BOARD shall be that of independent contractor and nothing in this Client Letter shall render THE ACTUARIAL CONSULTING FIRM an agent of THE BOARD and THE ACTUARIAL CONSULTING FIRM shall not hold them out as such.

16. Variation

16.1 No variation of this Client Letter shall be valid unless it is in writing and signed by or on behalf of the parties.

17. Notice

- 17.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or by commercial courier, to each party required to receive the notice or communication as set out below:
 - (a) Sugar Insurance Fund Board, 18, Sir Seewoosagur Ramgoolam Street, Port Louis, 11328 Mauritius
 - (b) (business address of Actuarial Consulting Firm).

or as otherwise specified by the relevant party by notice in writing to each other party.

- 17.2 Any notice shall be deemed to have been duly received:
 - (a) if delivered personally, when left at the address and for the contact referred to in this Clause 16; or

- (b) if delivered by commercial courier, on the date and at the time of signature of the courier's delivery receipt.
- 17.3 A notice required to be given under this Agreement shall not be validly given if sent by e-mail.
- 17.4 The provisions of this Clause 16 shall not apply to the service of any proceedings or other documents in any legal action.

18. Governing Law and Jurisdiction

- 18.1 Notwithstanding anything to the contrary in this Client Letter, it and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Mauritius.
- 18.2 The Parties irrevocably agree that the courts of Mauritius shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Client Letter or its subject matter or formation (including non-contractual disputes or claims).

Made in two originals, this	day of	2025.			
On behalf of the Sugar Insurance Fund Board (THE BOARD)		On behalf of (name of Consulting Firm) (THE ACTUARIAL CONSULTING FIRM)			
(Chairman)	(Officer in charge)	*		d Consultant)	
Director		(na	ame of	Consulting	Firm)