3. Terms of Reference Annexure – 1

Part 1. Background

Following a decision of the government of the Republic of Mauritius, the Rodrigues Regional Assembly is inviting proposals under the Capacity Building Programme at the following levels:

(i) Analyst – (1)
(ii) Bio Medical Engineering – (1)
(iii) Electrical Engineering – (1)
(iv) Engineer (Civil) – (1)
(v) Architect – (1)
(vi) Water Development and Equipment Manager – (1)
(vii) Psychologist Clinical – (1)

Part 2. The Services:

(i) Analyst

1. To assist in the preparation of sectoral development programmes with a view to integrating them into the national plan.
2. To assist in the preparation of development projects and in the supervision of their implementation.
3. To prepare reports describing and analyzing the performance of the economy.
4. To assist in the work of developing economic policy.
5. To create a liaison between Ministries and the Rodrigues Regional Assembly.
6. To use ICT in the performance of his duties.

(ii) Bio-Medical Engineering Technician

1. To be responsible to the Health Director for:-
   (i) installing, maintaining and repairing plant and equipment;
   (ii) assisting in organising the work of junior staff; and
   (iii) maintaining records and furnishing returns and reports, as may be required.
2. To use ICT in the performance of his duties.
(iii) **Electrical Engineering**

1. To be responsible for:-
   
   (i) the design, execution and maintenance of electrical installations in Government buildings;
   
   (ii) the installation, operation and maintenance of electrical and associated services in Government buildings;
   
   (iii) the setting up and implementation of planned preventive maintenance schemes;
   
   (iv) advising, as required, in his field of competence; and
   
   (v) the training and supervision of subordinate staff.

(iv) **Engineer (Civil)**

1. To be responsible to the Departmental Head through the Senior Engineer (Civil) for the implementation of projects within the Division.
2. To design building, civil and highway engineering projects.
3. To carry out structural assessment of buildings and prepare structural survey report.
4. To supervise works executed by private contractors for the Rodrigues Regional Assembly.
5. To be responsible for the supervision, monitoring and general management of all projects under his responsibility.
6. To ensure that the approval of the client Commission has been obtained prior to project implementation.
7. To guide, supervise and co-ordinate the work of the team under his responsibility.
8. To monitor progress on projects and recommend corrective action, as and when required.
9. To undertake project management of infrastructural projects.
10. To assist in the preparation of progress reports.
11. To ensure that budget expenditure for projects are properly monitored.
12. To assist the Senior Engineer (Civil) in the preparation of budget estimates for building and civil engineering projects.
13. To process and certify claims submitted by contractors for payment.
14. To guide Trainee Engineers posted in the Division in their professional training.
15. To vet design reports/calculations/structural drawings submitted by consultants.
16. To prepare project write-up and tender documentation and evaluate bidding documents for civil engineering works.
17. To work in collaboration with other engineers and officers of the Rodrigues Regional Assembly.
18. To use ICT in the performance of his duties.
(v) **Architect**

1. To be responsible for:-
   
   (a) the design of building and the supervision of buildings under construction; and
   
   (b) the management and administration of building contracts.

2. To hand over sites, issue practical completion and final Handing Over Certificates.

3. To liaise with Engineers and Draughtsmen for the preparation of drawings and/or supervision of projects.

4. To attend meetings with various stakeholders involved in construction projects.

5. To guide and supervise the work of subordinate staff working under his responsibility.

6. To use ICT in the performance of his duties.

(vi) **Water Plant and Equipment Manager**

1. To assist the Departmental Head through the Senior Engineer (Civil) for the implementation of projects within the Division.

2. To assist in:
   
   (a) the day-to-day running of the Water Resources Unit;

   (b) the implementation of Government policy regarding integrated Water Resources Management; and

   (c) the planning, development, mobilisation, conservation and protection of all inland Water Resources.

3. To advise on repairs and maintenance of the Plant & Equipment including the plumbing stations, water treatment and pipe network.

4. To advise on the smooth operation of day to day water distribution.

5. To assist in the supervision, installation and commissioning of pump sets, water treatment plant and instrumentation units.

6. To assist in the billing of customers and liaise with the Administrative Section for all related matters.

7. To help in the monitoring progress on projects and recommend corrective action, as and when required.

8. To advise on the formulation of policies for development strategies in the water sector in the short medium term.

9. To help in ensuring that budget expenditure for projects are properly monitored.

10. To assist in the preparation of bid documents for procurement of plants, equipment, materials and goods.

11. To carry out audit inspections with the view to guarding against irregularity and fraud.

12. Liaising with other departments and institutions for the coordination of works.
13. To prepare Terms of Reference for invitation of bids for consultancy services, evaluating bids and making recommendations.

14. To assist in the preparation of project completion reports.

15. Liaising with and monitoring the works of consultants and contractors related to all technical, financial and legal matters.

16. To use ICT in the performance of his duties.

17. To perform such other duties directly related to the main duties listed above.

(vii) **Clinical Psychologist**

1. Provide psychological assessment and treatment services for children and their families

2. Assess therapeutic needs of children and their families

3. Make referral, where appropriate, for admission to hospital for psychiatric treatment

4. Assist staff in assessing the risks posed by the perpetrations

5. Provide psychotherapy and counseling to children and their families

6. Provide treatment services to perpetrators

7. Train staff dealing with children and their families and to provide training on counseling techniques

8. Conduct mass counseling sessions and talks/sensitizations

9. Prepare reports for other services (court, police, etc) as and when required.

10. Provide couple/marital counseling

11. Effect visits and provide psychological assistance to families in distress, victims of domestic violence and victims of sexual assault amongst others.

12. Conduct individual/group therapy with victims of domestic violence

13. Attend to cases referred by the Foster Care Unit, that is, assessment of foster children and prospective foster parents and psychological follow-up with foster families and siblings.


15. Participate in the child mentoring programme

16. Assist in the Family Count with supervised visits and reporting as appropriate as and when required

17. Use ICT in the performance of his/her duties

18. Perform any other duties related to the programme as assigned by the Departmental Head
Skills and Experience

(i) **Analyst**

By selection from among candidates holding: -

A. A Cambridge Higher School Certificate or Passes in at least two subjects obtained on one certificate at the General Certificate of Education “Advanced Level”.

B. A degree in the following subjects:

- Finance
- Economics
- Business Studies
- Law or Accounting or Mathematics or Computer Science or Information Technology or Sociology or Environmental Science or Civil Engineering or any related fields from a recognised institution.

C. Candidates should:

(i) be able to express themselves, verbally and in writing, clearly and forcefully on economic problems,

(ii) have a knowledge of statistical methods and experience in the interpretation of statistical material, and

(iii) be computer literate.

Relevant experience in Government or private sector is desirable.

(ii) **Bio-Medical Engineering Technician**

1. Cambridge School Certificate with credit in at least five subjects including Mathematics and Physics obtained on one certificate or Passes not below Grade C in at least five subjects including Mathematics and Physics obtained on one certificate at the General Certificate of Education “Ordinary Level.”

2. Diploma or “Brevet de Technicien” in Electrical Engineering or Electronics or Mechatronics from a recognized institution.

3. Candidates should be computer literate

(iii) **Electrical Engineering**

A. Candidates should be registered as Professional Engineer with the Council of Registered Professional Engineers of Mauritius under Section 13 of Act No. 49 of 1965, as subsequently amended.

B. At least two years practical experience in the maintenance and operation of electrical plant and equipment.

Candidates should produce written evidence of any experience claimed.
(iv) **Architect**

1. By selection from among candidates who are registered as Professional Architects with the Council of Registered Professional Architects of Mauritius under section 13 of the Professional Architects Council Act.

2. Candidates should also:-

   (i) have acquired experience in the design and supervision of projects; and

   (ii) be computer literate.

(v) **Engineer (Civil)**

A. Candidates should –

   (i) be registered as a Registered Professional Engineer of Mauritius in the field of Civil Engineering with the Council of Registered Professional Engineers of Mauritius under Section 13 of the Registered Professional Engineers Council Act No. 49 of 1965, and as subsequently amended; and

   (ii) be computer literate and be able to operate engineering software packages.

Candidates should produce written evidence of knowledge claimed.

(vi) **Water Plant and Equipment Manager**

1. Candidates should:

   (i) possess a degree in Civil Engineering or Mechanical Engineering or Electrical Engineering;

   Or

   (ii) a Degree in Hydrology from a recognised institution;

   (iii) be conversant with management of contracts;

   (iv) possess good organising and supervisory skills; and

   (v) be computer literate and be able to operate engineering software packages.

Candidates should produce written evidence of knowledge claimed.

**Note:**

1. The latest graduate or under graduate qualification should have been obtained within the last five years.

2. Good oral and written communication skills

3. Fluency in both English and French

4. Ability to work in a team and good problem solving skills

5. Ability to work under constraints
(vii) **Clinical Psychologist**

1. A Cambridge Higher School Certificate or Passes in at least two subjects obtained on one certificate at the General Certificate of Education “Advanced Level” or an equivalent qualification acceptable to the Public Service Commission.

2. A degree in Psychology from a recognised institution or an equivalent qualification acceptable to the Public Service Commission.

3. A postgraduate qualification in Clinical Psychology or Counselling Psychology from a recognised institution or an equivalent qualification acceptable to the Public Service Commission.

**NOTE**

In the absence of candidates possessing the qualification at (C), consideration will be given to those possessing a postgraduate qualification in Psychology from a recognised institution.

**Note: The latest graduate or undergraduate qualification should have been obtained within the last five years**

4. Good communication and interpersonal skill.


6. Good understanding of the social sectors in Rodrigues.

Part 3. Facilities to be provided by the Public Body

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

(ii) A furnished Quarters subject to availability or a rent allowance of Rs 6000 a month as appropriate.

(iii) Free passages to Rodrigues for self, spouse and up to three children under the age of twenty-one at the beginning of the contract and from Rodrigues at the end of the contract.

(iv) Free transport by sea of personal effects to the extent of six cubic metres.

Part 4. Contract duration and fees

(a) **Intended duration of contract**

The assignment is expected to be for an initial period of 12 months. The duration of the assignment may be extended for a total period not exceeding 24 months, depending on the performance of the Service Provider as well as the requirements of the Rodrigues Regional Assembly.

(b) **Fees**

Arrangement may be made for the disbursement of the fee in equal monthly installments which shall cover remuneration and reimbursable at cost (against invoice for cost associated with the assignment that could not be foreseen in the proposal and incurred after prior approval of the Public Body), in a combination of foreign (for foreigners only) and local
currencies or as may be agreed between both parties.

Part 5. Deliverables

Where possible, the performance will be evaluated based on the extent to which the performance indicators in the Programme Based Budget (PBB) in his/her area of work are being met. In case of non-PBB related activity, the assessment will be based on the progress in achieving the pre-determined targets of the team to which the Service Provider is assigned, as agreed in the contract (Proforma (to be completed in due course) at annexure 4).
4. Supplementary Information to Service Providers
   Annexure -2

Proposals

1. Proposals should include the following information:

   (a) Technical Proposals

   (i) Personal Data Form (forms F1 and F2) to be filled in by Service Provider.

   (ii) An outline of recent experience on assignments/projects of similar nature executed during the last five years in the format given in Form F-3.

   (iii) Any comments or suggestions of the Service Provider on the Terms of Reference (TOR) including, where the Service Provider believes this would be useful, a description of the manner in which the Service Provider would plan to execute the work.

   (iv) The Service Provider’s comments, if any, on the data, services and facilities to be provided by the Rodrigues Regional Assembly indicated in the Terms of Reference (TOR).

   (b) Financial Proposals

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

   Marks will be awarded to individuals according to the formula (Lowest offer /Other offer) x 30

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

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

Pre-Contract Negotiations

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

Performance Monitoring

4. A review committee of up to three members, to be set up by the Rodrigues Regional Assembly will review all outputs on a quarterly basis and suggest any modifications/changes considered necessary within 15 days of receipt.
Sir,

**Hiring of Individual Service Provider for Capacity building**

I ………………, the individual Service Provider herewith enclose Technical and Financial Proposals for selection as Service Provider for the Rodrigues Regional Assembly.

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

Yours faithfully,

Signature : .................................

Full name : .................................

Address : .................................
6. Personal Data - Form F-2

PERSONAL DATA

Surname: .................................................................................................................................................... (in block letters)

Other Names: ............................................................................................................................................... (in block letters)

Title:  Mr □  Mrs □  Miss □  Others □  (please tick appropriate box)

Maiden Name (if applicable):
..................................................................................................................................................................

Residential Address:
..................................................................................................................................................................

National Identity Number/Passport Number

Date of Birth  □□□□□□□□ Age □ Country and Place of Birth: ......................................................

Nationality ......................  Certificate No. (If Naturalised) ....................... & Date ......................

If you are not a Mauritian resident or citizen, please provide the same information for spouse and dependent
children who will accompany you to Mauritius on a separate page annexed to this application so we can obtain the necessary clearances.

Phone No. (Office) ................. Home .................... Mobile ................. Email address .................

DEGREE/PROFESSIONAL QUALIFICATIONS

Name of University/Examining Body ............................................. Country .............................

Duration of course/study: From .......... To ............ Part Time Full Time Distance

Education □ □ □

Specify (i) exact qualifications obtained ............................................. Class/Division/Level ..............

(ii) Date of result ..........................................................................................................................
MEMBERSHIP IN PROFESSIONAL BODIES

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EMPLOYMENT RECORD

Starting with the position, list in reverse order every employment held. List all positions held since graduation, giving dates, names of employing organizations, titles of positions held, and country of assignments. For experience in last ten year, also give types of activities performed and employers references, where appropriate. (Attach documentary evidence)

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KEY QUALIFICATIONS/EXPERIENCE

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

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OTHER INFORMATION

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

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

(b) Do you have any previous conviction in relation to any crime or misdemeanour during a period of 10 years immediately preceding the date of application? Answer Yes or No

If yes, give details (court, charge, date of judgment and sentence e.g. imprisonment, fine or conditional discharge) :—
...........................................................................................................................................................

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

DECLARATION

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

Date : ...........................................

Signature : .............................................
7. Experience - Form F-3

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 5 YEARS

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

<table>
<thead>
<tr>
<th>Name of assignment</th>
<th>Name of Project</th>
<th>Owner or Sponsoring agency</th>
<th>Duration and year(s) of assignment</th>
<th>Was assignment satisfactorily completed</th>
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Note: Please note that successful Service Provider(s) may be asked to provide documentary proof by the Public Body
8. Financial Proposal - Form F-4

Cost Estimate of Services

The reimbursement of costs would be limited to:

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

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

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

**Origin for travel:**

<table>
<thead>
<tr>
<th>Service Provider’s Name</th>
<th>Monthly Rate (in currency)</th>
<th>Working Months</th>
<th>Total Cost (in currency)</th>
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Signature : ...............................................

Full name : ...............................................

Address ....: .............................................
SERVICE CONTRACT

BETWEEN

RODRIGUES REGIONAL ASSEMBLY

AND

---------------------------------------- SERVICE PROVIDER
THIS SERVICE CONTRACT entered into this [DATE], between the Rodrigues Regional Assembly (hereinafter called the "Client") and Mr XYZ (hereinafter called the "Service Provider").

WITNESS THAT:

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

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

NOW THEREFORE the parties hereto have agreed as follows:

ARTICLE I - SCOPE OF SERVICES

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

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

ARTICLE II - COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT

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

2.2 The Services shall be for XXXXX calendar days, or whatever period shall be indicated by the Rodrigues Regional Assembly beginning on the date of commencement of the Services, and ending not later than XXXX.

ARTICLE III - DELIVERABLES OF THE SERVICE PROVIDER

3.1 The Service Provider and any of its sub-contractor shall perform the services with all due care, diligence and efficiency, in accordance with the highest standards of professional competence, organization and responsibility, and in a manner acceptable to the Rodrigues Regional Assembly.

3.2 The Service Provider shall:

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

3.3 The Service Provider shall perform the services to the satisfaction of the Rodrigues Regional Assembly in accordance with the Terms of Reference and/or as set out in the milestones/deliverables and/or at such intervals as the Rodrigues Regional Assembly may reasonably require.
ARTICLE IV - PAYMENT FOR THE SERVICES AND OTHER COSTS

4.1 The Rodrigues Regional Assembly shall pay to the Service Provider, in respect of the services, an all inclusive amount of Rs xxx for the assignment.

4.2 The Contract Amount has been established, taking into consideration all the Service Provider’s costs and remuneration as well as any tax obligations under the laws of Mauritius, as applicable as well as the cost of living Index.

4.3 The Service Provider shall keep and maintain accurate and complete accounts in respect of expenditure incurred in connection with the deliverables under the present contract in such form and detail as shall be satisfactory to the Rodrigues Regional Assembly for the purposes of making payment or settlement. The reimbursement of costs shall be limited to only such costs related to associated works that are related to the deliverables, subject to prior approval of the Rodrigues Regional Assembly, being received for incurring the expenditure. The accounts shall be verified and certified by the Head of the Unit before reimbursement is made.

4.4 The Service Provider shall bear the cost of accommodation, inland transport and any insurance and/or any cost related to medical examination or treatment required by him/his family.

4.5 The Service Provider shall seek and obtain any visas, occupation and residence permits, as applicable under the Business Facilitation Act 2006 or other legislations/regulations in force, that he/she may require to carry out the services and perform his/her obligations under the present contract. The Rodrigues Regional Assembly shall, as necessary, assist the Service Provider in obtaining such visas and/or permits but the costs involved therein shall be for the Service Provider’s account.

4.6 All costs related to school fees and/or costs related to tertiary education for dependents (children or spouse) and/or other courses followed by the Service Provider during the period the services are required by the Rodrigues Regional Assembly shall be for the Service Provider’s account.

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

ARTICLE V - CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

5.1 All documents, statistics, reports, data and other information provided, created, obtained or made available to the Service Provider in connection with or by virtue of the present Contract, shall be treated as confidential by the Service Provider, and the Service Provider shall not be entitled to use or make copies of them for any purpose that is not related to the present Contract.

5.2 Technical know-how received in the Rodrigues Regional Assembly during the period of assignment shall not be used for any purpose that may affect the interests of the Government.

5.3 The documents, statistics, reports and data under the preceding paragraph shall, upon the completion of Services or termination of this Contract, be promptly returned to the Public Body.

5.4 All plans, drawings, specifications, designs, reports, other documents and software submitted by the Service Provider under this Contract shall become and remain the property of the Rodrigues Regional Assembly, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Rodrigues Regional Assembly, together with a detailed inventory thereof.

5.5 In accordance with Section 3 of the Official Secrets Act 1972, the Service Provider shall not divulge any information gained by him/her during the course of this contract to any unauthorized person, orally or in writing, without the prior sanction in writing of the Supervising Officer of the Public Body.

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

5.6 The Service Provider shall be liable to penalties prescribed by the Laws of Mauritius, related to breach of confidentiality of information.
ARTICLE VI - ASSIGNMENT AND SUB-CONTRACTING

6.1 Except with the prior written consent of the Rodrigues Regional Assembly, the Service Provider shall not:

(a) in whole or in part, assign, transfer or otherwise dispose of, his/her rights or obligations under the present Contract;

(b) sub-contract, or otherwise transfer responsibility for, the whole or any part of the Services.

ARTICLE VII - LIABILITY OF THE SERVICE PROVIDER

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

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

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

ARTICLE VIII - FORCE MAJEURE

8.1 Neither party to the present Contract shall be responsible for any delay or failure to perform his/her/its obligations under the Contract if the delay or failure is attributable to force majeure.

8.2 In the event of force majeure which delays performance of the whole or any part of the present Contract for more than sixty (60) days, either party shall have the right, by notice in writing to the other party, to terminate the Contract.

8.3 For purposes of this Article, an event of force majeure shall mean an unforeseen and unavoidable event beyond the reasonable control and contemplation of the party invoking the existence of such event.

ARTICLE IX - TERMINATION OF CONTRACT

9.1 The Rodrigues Regional Assembly 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 Rodrigues Regional Assembly may, at its option, terminate this Contract when it is in the interest of or for the convenience of the Rodrigues Regional Assembly 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 Rodrigues Regional Assembly 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 Rodrigues Regional Assembly shall be liable only for payment, in accordance with the payment provisions of the Contract, for the Services actually rendered prior to the effective date of termination, together with such other amounts incidental to the termination as may be reasonable in the circumstances.
ARTICLE X - DISPUTE SETTLEMENT

10.1 Any disputes arising out of or in connection with the present Contract shall, unless it is amicably settled, be decided upon by the Rodrigues Regional Assembly who shall transmit his decision in writing to both parties.

10.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within sixty (60) days after receipt by one Party of the other Party’s request for such amicable settlement may be submitted by either Party for arbitration in accordance with the provisions of articles 1003 to 1027-9 of the Code de Procedure Civile.

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 Rodrigues Regional Assembly may at any time order or require changes in the scope of the Services. If such changes add to or reduce the cost of the Services, then the Contract Amount shall be adjusted accordingly.

ARTICLE XII - EFFECTIVE DATE

12.1 The present Contract shall enter into force on the date of its signature by both parties.

12.2 Unless terminated under Article VIII or IX above, the present Contract shall expire upon completion of the Services and the discharge of all obligations arising out of or under the Contract.

ARTICLE XIII - CHANNEL OF COMMUNICATIONS AND NOTICE

13.1 For the purposes of the present Contract, the authorized representative of the Rodrigues Regional Assembly shall be the XXXXXX or such other officer as he may designate for this purpose.

13.2 Any communication, notification, submission, notice, demand or request under the present Contract shall be deemed to have been duly transmitted if it shall have been delivered by hand, mail, or facsimile by either party to the other at the appropriate address indicated below, or at such other address as that other party may have indicated:

For the Rodrigues Regional Assembly:

Mail Address: Island Chief Executive, Chief Commissioner's Office, Central Administration, Port Mathurin, RODRIGUES

Telephone: 8311515

E-mail: iceoff@intnet.mu

For the Service Provider:

Mail Address: ...................................................

Telephone: ..............................................

E-mail: .............................................
ARTICLE XIV - GOVERNING LAW

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

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

FOR THE RODRIGUES REGIONAL ASSEMBLY FOR THE SERVICE PROVIDER

........................................... ..........................................................
Annexure 4

DELIVERABLE SCHEDULE

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<tr>
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Annexure 1 - Terms of Reference
Annexure 2 – Supplementary Information to Service Providers
Annexure 3 – Service Contract
Annexure 4 - Deliverable Schedule