

Press Notice

Chief Commissioner's Office Rodrigues Regional Assembly

Invitation for Bids

Request for Proposals from Service Providers under the Capacity Building Programme

RRA QN CCO No. 17 of 2010

The Rodrigues Regional Assembly invites seal bids from eligible and qualified *individuals* possessing at least a first degree in the relevant field and relevant experience to submit technical and financial proposals for the supply of services and support in the field of :-

- (i) Project Management – (1)
- (ii) Environment with emphasis on Renewable Energy – (1)
- (iii) Engineering (Civil) – (1)
- (iv) Programme Management in Livestock and Pasture – (1)

which could form the basis for future negotiations and ultimately, a contract between the selected bidder and the Rodrigues Regional Assembly.

2. The purpose of this Programme is to:

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

3. Proposals of the Service Providers will be evaluated on the basis of quality and cost and the Service Providers with the proposals scoring the highest score for the markings of the Technical and Financial proposals lumped together will be retained for award of contract provided its financial proposal is within the budget allocated for this assignment.

4. The selected Service Provider will be based at the Chief Commissioner's Office, Commission for Public Infrastructure and Commission for Agriculture (as appropriate) to work with a team of professionals so to achieve the objectives of the Rodrigues Regional Assembly.

5. The selected Service Provider is expected to start his/her assignment as soon as his/her Service Contract is signed so as to achieve the objectives of the Rodrigues Regional Assembly on a contractual basis for an initial period of 12 months renewable thereafter for an additional period of 12 months subject to satisfactory performance and the need of the Rodrigues Regional Assembly.

6. Interested eligible bidders may obtain the complete set of Bid Documents and the scope of the assignment, terms and conditions of the Contract as well as the procedures for preparation and submission of proposals, on the Rodrigues Regional Assembly website: www.rra.mu

7. Bids in sealed envelopes clearly marked "Service Providers", addressed to

Mr. P. S. MATTAN
Acting Island Chief Executive
Capacity Building Programme
Chief Commissioner's Office
Port Mathurin
RODRIGUES
Tel: 8311515

should be deposited in the Tender Box, located at the Central Administration, Port Mathurin, Rodrigues on or before **Friday 13 August 2010**, at **15.15 hours**, at latest.

8. Late bids and bids not forwarded at the address mentioned at paragraph 7 above, will not be considered.

9. The Rodrigues Regional Assembly reserves the right to:-

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

**Chief Commissioner's Office
Rodrigues Regional Assembly
Port Mathurin
RODRIGUES**

Date: 13 July 2010

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 for the supply of services and support in the field of:

- (i) Project Management – (1)
- (ii) Environment with emphasis on Renewable Energy – (1)
- (iii) Engineering (Civil) – (1)
- (iv) Programme Management in Livestock and Pasture – (1)

Part 2. The Services:

(i) **Project Management**

The Service Provider shall:

- (a) Be responsible to the Island Chief Executive for the proper coordination, supervision and monitoring of all development projects in Rodrigues.
- (b) Liaise with the Procurement Policy Office and Central Procurement Board and relevant organisations on procurement matters.
- (c) Identify projects for implementation in the context of the development of the Island of Rodrigues.
- (d) Appraise, in collaboration with the Ministry of Finance and Economic Empowerment, the various projects identified.
- (e) Prepare project write-ups for financing in accordance with the requirements of funding agencies and the Project Plan Committee.
- (f) Ensure the implementation and completion of projects within deadlines, allocated budget and accepted levels of quality, and to initiate remedial action where required.
- (g) Ensure that optimum use is made of the labour force in the execution of the projects.
- (h) Supervise subordinate staff.
- (i) Evaluate the impact of completed projects on the overall development of the island.
- (j) Advise on all matters relating to the development of roads and other infrastructures in Rodrigues.
- (k) Prepare and evaluate tender documents.
- (l) Submit to the Island Chief Executive or Departmental Head, regular reports on the status of implementation of projects.
- (m) Perform all IT related duties as and when required.
- (l) Perform other duties directly related to the main duties listed above

(ii) **Environment with emphasis on Renewable Energy**

The Service Provider shall:

- (a) Undertake an assessment of existing infrastructures and climatic conditions, and identify the most suitable Renewable Energy Technologies (RETs) for decentralized applications;
- (b) Design a Master Plan for the Development of Small Scale Renewable Energy in Rodrigues, including both off-grid (i.e. stand alone) and grid interconnected RETs. The plan should include the institutional framework required to deploy and manage the decentralized RETs, as well as the economics of the proposed plan;
- (c) Design a pilot study (or pilot studies where more than one technology has been identified) to be implemented to assess the feasibility of the plan and monitor the performance thereof;
- (d) Drafting of project proposals to be submitted for funding agencies;
- (e) Supervision of project;
- (f) Assist in the setting up and operation of a Renewable Energy Unit;
- (g) Draft regulations ;and
- (h) Perform other duties related to the main duties listed above or related to the delivery of the output and results expected from the incumbent in the roles ascribed to him/her.

(iii) **Engineering (Civil)**

The Service Provider shall:

- (a) Design, execute and supervise building, civil and highway engineering projects.
- (b) Assist the Project Manager in drafting of tender documents.
- (c) Guide, supervise subordinate staff.
- (d) Guide engineers posted in the Division in their professional training.
- (e) Supervise works executed by private contractors for the Rodrigues Regional Assembly.
- (f) Advise other divisions on building, civil and highway engineering matters.
- (g) Work in collaboration with other engineers and officers of the Rodrigues Regional Assembly and other Departments/Funding Agencies.
- (h) Participate in meetings and committees as and when required.
- (i) Perform all IT related duties as and when required.
- (j) Perform other duties related to the main duties listed above or related to the delivery of the output and results expected from the incumbent in the roles ascribed to him/her.

(iv) **Programme Management in Livestock and Pasture**

The Service Provider shall:

- (a) Be responsible to organise and manage the Livestock and Pasture Development Programme;
- (b) Monitor and lead all activities under the Livestock and Pasture Development Programme;
- (c) Undertake an assessment of existing pastures area available in Rodrigues, and identify the most suitable species of pastures most adapted to Rodrigues;
- (d) Design and execute a Master Plan for Livestock and Pasture Development in Rodrigues;
- (e) Draft project proposals to be submitted for funding agencies;
- (f) Supervise the project;
- (g) Draft regulations ;and
- (h) Perform other duties related to the main duties listed above or related to the delivery of the output and results expected from the incumbent in the roles ascribed to him/her.

Skills and Experience

(i) **Project Management**

- 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” or an equivalent qualification.
- B. A degree in Civil Engineering recognised by the Council of Registered Professional Engineers of Mauritius as qualifying for registration under section 13 of Act. No. 49 of 1965, as subsequently amended.
- C. Qualifications and experience in Project Management would be an advantage.
- D. Candidates should have:
 - (i) at least five years’ experience in the implementation of development projects;
 - (ii) sound organisational ability; and
 - (iii) good communication skills.

Experience in administrative, procurement and financial procedures relating to civil engineering and building contracts is desirable.

(ii) **Environment with emphasis on Renewable Energy**

- (a) University degree in Science, Engineering, Environment or acceptable qualification in relevant field.
- (b) At least 5 years of professional experience in the energy sector with extensive knowledge and experience with renewable energy, in particular small/medium scale solar and wind.
- (c) Leadership ability and technical ability to communicate complex ideas verbally and in writing.
- (d) Effective interpersonal and negotiations skills and ability to coordinate complex, multi-stake-holder projects and be able to think in a strategic manner on complex and difficult assignment.
- (e) Practical experience in the preparation and/or execution of projects for international aid donors.
- (f) Written and spoken fluency in English and French and computer literate.

(iii) **Engineering (Civil)**

- (a) Candidates should be registered as Professional Engineers with the Council of Registered Professional Engineers of Mauritius under Section 13 of Act No. 49 of 1965 as subsequently amended.
- (b) At least one year practical experience in the supervision of civil engineering projects.
- (c) Qualifications and experience in Engineering (Civil) would be an advantage.

(iv) **Programme Management in Livestock and Pasture**

- (a) University degree in Science, Agriculture, Botany or Zoology or acceptable qualification in relevant field.
- (b) Knowledge of the Rodriguan system of agriculture.
- (c) At least 5 years of professional experience in livestock development with expertise in small livestock production, horticulture and environment management.
- (d) Have followed training in post harvest management;
- (e) Have wide experience in compost making both the traditional and scientific methods;
- (f) Leadership ability and technical ability to communicate complex ideas verbally and in writing.
- (g) Effective interpersonal and negotiations skills and ability to coordinate complex, multi-stake-holder projects and be able to think in a strategic manner on complex and difficult assignment.
- (h) Practical experience in the preparation and/or execution of projects for international aid donors.
- (i) Written and spoken fluency in English and French and computer literate.

Part 3. Facilities to be provided by the Rodrigues Regional Assembly

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

Part 4. Contract duration and fees

(a) Intended duration of contract

The assignment is expected to be for an initial period of 12 months. 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 instalments.

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

Pre-Contract Negotiations

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

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.

5. Proposal - Form F-1

From

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To

Island Chief Executive
Chief Commissioner's Office
Central Administration
Port Mathurin
RODRIGUES

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 :

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:

Name of assignment	Name of Project	Owner or Sponsoring agency	Duration and year(s) of assignment	Was assignment satisfactorily completed

Note: Please note that successful Service Provider(s) may be asked to provide documentary proof by the **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:

<u>Service Provider's Name</u>	<u>Monthly Rate</u> (in currency)	<u>Working Months</u>	<u>Total Cost</u> (in currency)
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Signature ..:

Full name . :

Address:

9. Service Contract - Annexure 3

CONTRACT No.

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; 8311 375

E-mail : ***nraffaut@mail.gov.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

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Annexure 4

DELIVERABLE SCHEDULE

Deliverable	Expected Date

Annexure 1 - Terms of Reference

Annexure 2 – Supplementary Information to Service Providers

Annexure 3 – Service Contract

Annexure 4 - Deliverable Schedule