



*Starting Your Journey With a Smile*

30 May 2022

Dear Sir/Madam

Airports of Mauritius Co Ltd (AML) is inviting you to submit your bid for the service as detailed in this bidding document.

We commit ourselves to maintain the highest standard of integrity and ethical principles during all stages of the procurement cycle.

**Presentation of the following documents is compulsory for access purposes:**

- (a) original National Identity Card**
- (b) COVID-19 fully Vaccinated Pass or**
- (c) a valid negative RT/PCR Test Certificate.**

We thank you for your kind consideration.

Yours faithfully

A handwritten signature in blue ink, appearing to read 'Raniluck', is written over a light blue horizontal line.

**For Chairman Tender Committee**

**BIDDING DOCUMENTS**

**Transportation of AML & ATOL Personnel**

**to and from**

**SSR International Airport**

**Procurement Reference No: OAB/OS/ADM/VR/SG/22/003 TC (06 JUL)**

## **Part I – Bidding Procedures**

## Section IV Scope of Service and Performance Specifications

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## Instructions to Bidders

### A. General

1. **Scope of Bid** 1.1 The Public Body referred to herein after as the Employer, as defined in the **Bidding Data Sheet (BDS)**, invites bids for the Services, as described in the **BDS**. The name and identification number of the Contract is **provided in the BDS**.
  - 1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date **provided in the BDS and the SCC Clause 2.3**.
2. **Public Entities** 2.1 The public entities related to these bidding documents are the **Related to** Public Body, acting as procurement entity(Employer), the **Bidding** Procurement Policy Office, in charge of issuing standard bidding **Documents** documents and responsible for any amendment these may require, **and to** the Central Procurement Board in charge of vetting bidding **Challenge and** documents, receiving and evaluating bids in respect of major **Appeal** contracts and the Independent Review Panel, set up under the Public Procurement Act 2006 (hereinafter referred to as the Act).
  - 2.2 Unsatisfied bidders shall follow procedures prescribed in Regulations 48, 49 and 50 of the Public Procurement Regulations 2008 to challenge procurement proceedings and award of procurement contracts or to file application for review at the Independent Review Panel.
  - 2.3 Challenges and applications for review shall be forwarded to the addresses indicated **in the BDS**;
3. **Corrupt or** 3.1 The Government of the Republic of Mauritius requires that **Fraudulent** bidders/suppliers/contractors, participating in procurement in **Practices** Mauritius, observe the highest standard of ethics during the procurement process and execution of contracts.
  - 3.2 Bidders, suppliers and public officials shall be aware of the provisions stated in sections 51 and 52 of the Public Procurement Act which can be consulted on the website of the Procurement Policy Office (PPO) : [ppo.govmu.org](http://ppo.govmu.org).
  - 3.3 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question; For the purposes of this Sub-Clause:

- (i) “corrupt practice”<sup>1</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”<sup>2</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”<sup>3</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”<sup>4</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

- 3.4 The Public Body commits itself to take all measures necessary to prevent fraud and corruption and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the bid for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to. If the Public Body obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of Mauritius or if there be a substantive suspicion in this regard, he will inform the relevant authority(ies) and in addition can initiate disciplinary actions. Furthermore, such bid shall be rejected.

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<sup>1</sup> For the purpose of this Contract, “another party” refers to a public official acting in relation to the procurement process or contract execution.

<sup>2</sup> For the purpose of this Contract, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

**4. Eligible Bidders**

Subject to ITB 4.4, a Bidder, and all parties constituting the Bidder, may have the nationality of any country except in the case of open national bidding where the bidding documents may limit participation to citizens of Mauritius or entities incorporated in Mauritius, if so qualified in the BDS. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or service providers for any part of the Contract.

4.2 All bidders shall provide in Section III, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract.

4.3 (a) A Bidder that is under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws at the date of the deadline for bid submission or thereafter, shall be disqualified.

(b) Bids from service providers appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, InterAmerican Development Bank Group and World Bank Group shall be rejected.

Links for checking the ineligibility lists are available on the PPO's website: *ppo.govmu.org*.

4.4 A firm shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Mauritius prohibits any import of goods or contracting of works or services from a country where it is based or any payment to persons or entities in that country.

4.5 Government-owned enterprises in the Republic of Mauritius shall be eligible only if they can establish that they:

(i) are legally and financially autonomous;



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- <sup>3</sup> For the purpose of this Contract, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.
- <sup>4</sup> For the purpose of this Contract, “party” refers to a participant in the procurement process or contract execution.

(ii) operate under commercial law, and

(iii) are not a dependent agency of the Purchaser.

4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

**5. Qualification of Bidders** 5.1 All bidders shall provide in Section III, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 (a) In the event that prequalification of potential bidders has been undertaken **as stated in the BDS**, only bids from prequalified bidders shall be considered for award of Contract, in which case the provisions of sub-clauses 5.3 to 5.6 hereafter shall not apply. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IV.

(b) If, after opening of bids, where prequalification has not been undertaken, it is found that any of the document listed in 5.3 and 5.4 is missing the Employer may request the submission of that document subject to the bid being substantially responsive as per clause 27. The non-submission of the document by the Bidder within the prescribed period may lead to the rejection of its bid.

5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, unless otherwise **stated in the BDS**:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business;
- (b) written power of attorney of the signatory of the Bid or any other acceptable document to commit the Bidder and as otherwise **specified in the BDS**.
- (c) total monetary value of Services performed for each of the last five years;

- (d) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (e) list of major items of equipment proposed to carry out the Contract;
- (f) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (g) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (h) evidence of adequacy of cash-flow for this Contract (access to line(s) of credit and availability of other financial resources);
- (i) authority to the Employer to seek references from the Bidder's bankers;
- (j) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
- (k) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.

5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **BDS**:

- (a) the Bid shall include all the information listed in ITB SubClause 5.3 above for each joint venture partner;
- (b) the Bid shall be signed so as to be legally binding on all partners;
- (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;

- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria, **unless otherwise specified in the BDS:**

- (a) a minimum average annual financial amount of work over the period **specified in the BDS.**
- (b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) **as specified in the BDS;**
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS;**
- (d) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the **BDS.**

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

5.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 5.5(a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS.**

**6. Conflict of Interest** 6.1 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :

- (a) they have a controlling partner in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
- (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.

**7. Cost of Bidding**

7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

**8. Site Visit/Pre-bid Meeting**

8.1 (a) The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

(b) A pre-bid meeting shall be held if so indicated **in the BDS** to allow bidders to obtain clarifications on the bidding documents. Any information given in the course of the meeting that may have an incidence in the preparation of the bids shall be issued by the Public Body as addendum after the meeting, as per ITB 11.2, to form part of the Bidding Documents.

## B. Bidding Documents

### 9. Content of Bidding Documents

9.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:

Section I	Instructions to Bidders
Section II	Bidding Data Sheet
Section III	Bidding Forms
Section IV	Activity Schedule
Section V	Scope of Service and Performance Specifications
Section VI	General Conditions of Contract
Section VII	Special Conditions of Contract
Section VIII	Contract Forms

9.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III and IV should be completed and returned with the Bid in the number of copies specified in the **BDS**.

### 10. Clarification of Bidding Documents

10.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by facsimile at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 14 days (*21 days for international bids*) prior to the deadline for submission of bids and by the date indicated in **the BDS**. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

**11. Amendment of Bidding Documents**

- 11.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 11.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

**C. Preparation of Bids****12. Language of Bid**

- 12.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 12.2 Notwithstanding the above, documents in French submitted with the bid may be accepted without translation.

**13. Documents Comprising the Bid**

- 13.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The Form of Bid (in the format indicated in Section III);
  - (b) Bid Security or Bid Securing declaration (where applicable);
  - (c) Priced Activity Schedule;
  - (d) Qualification Information Form and Documents;
  - (e) Alternative offers where invited;
- and any other materials required to be completed and submitted by bidders, as **specified in the BDS**.
- 13.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract

**14. Bid Prices** 14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section IV, based on the priced Activity Schedule, Section V, submitted by the Bidder.

14.2 The Bidder shall fill in rates and prices for all items of the Services described in Section IV-the Scope of Service and Performance Specifications and listed in Section V the Activity Schedule, Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

14.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.

14.4 If **provided for in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

14.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract.

**15. Currencies of Bid and Payment**

15.1 The lump sum price shall be quoted by the Bidder separately in the following currencies:

- (a) for those inputs to the Services which the Bidder expects to provide from within the Republic of Mauritius, the prices shall be quoted in Mauritian Rupees; and
- (b) for those inputs to the Services which the Bidder expects to provide from outside the Republic of Mauritius, the prices shall be quoted in up to any three hard currencies.

15.2 Bidders shall indicate details of their expected foreign currency requirements in the Bid.

15.3 Bidders may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts included in the Lump Sum are reasonable and responsive to ITB Sub-Clause 15.1.

**16. Bid Validity**

16.1 Bids shall remain valid for the period **specified in the BDS**.

- 16.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by facsimile. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security/Bid Security Declaration for the period of the extension, and in compliance with ITB Clause 17 in all respects.
- 16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.



**17. Bid Security**

- 17.1 The Bidder shall furnish, as part of the Bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.
- 17.2 The Bid-Securing Declaration shall be in the form of a signed subscription in the Bid Submission Form.
- 17.3 The Bid Security shall be in the amount **specified in the BDS** and denominated in Mauritian Rupees or a freely convertible currency, and shall:
- (a) be issued by a reputable overseas bank located in any eligible country or any commercial Bank/Insurance company operating in Mauritius selected by the Bidder
  - (b) be substantially in accordance with the form of Bid Security included in Section III, Bidding Forms;
  - (c) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 17.5 are invoked;
  - (d) be submitted in its original form; copies will not be accepted;
  - (e) remain valid for a period of 30 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 16.2;
- 17.4 If a Bid Security is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 17.1, shall be rejected by the Employer as non-responsive.
- 17.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 35.
- 17.6 The Bid Security shall be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 16.2; or
  - (b) if a bidder refuses to accept a correction of an error appearing on the face of the Bid; or (c) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB Clause 34;
    - '9or

- (ii) furnish a Performance Security in accordance with ITB Clause 35.

17.7 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or BidSecuring Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.

17.8 If a bid security is **not required in the BDS**, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 16.2, or
- (b) if a bidder refuses to accept a correction of an error appearing on the face of the Bid; or (c) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB Clause 34; or
  - (ii) furnish a Performance Security in accordance with ITB Clause 35.

The Bidder may be disqualified to be awarded a public contract in the Republic of Mauritius for a period of time to be determined by the PPO.

**18. Alternative 18.1 Unless otherwise indicated in the BDS**, alternative bids shall not **Proposals** by be considered.  
**Bidders**

18.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.

18.3 Except as provided under ITB Sub-Clause 18.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements

shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.

- 18.4 When bidders are **permitted in the BDS** to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section V. In such case, the method for evaluating such alternatives will be as **indicated in the BDS**.

**19. Format and** 19.1 The Bidder shall prepare one original of the documents

**Signing of Bid** comprising the Bid as described in ITB Clause 11 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.

- 19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to SubClauses 5.3(a) or 5.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

- 19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

#### **D. Submission of Bids**

**20. Sealing and** 20.1 The Bidder shall seal the original and all copies of the Bid in two **Marking of** inner envelopes and one outer envelope, duly marking the inner **Bids** envelopes as "ORIGINAL" and "COPIES".

- 20.2 The inner and outer envelopes shall

- (a) be addressed to the Employer at the address **provided in the BDS**;
- (b) bear the name and identification number of the Contract as **defined in the BDS** and Special Conditions of Contract; and
- (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS**.

- 20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.
- 20.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
- 21. Deadline for Submission of Bids**
- 21.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date **specified in the BDS**.
- 21.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 22. Late Bids**
- 22.1 Any Bid received by the Employer after the deadline prescribed in ITB Clause 21 will be returned unopened to the Bidder.
- 23. Modification and Withdrawal of Bids**
- 23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.
- 23.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.
- 23.3 No Bid may be modified after the deadline for submission of Bids.
- 23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security or execution of the Bid Securing Declaration pursuant to ITB Clause 17.
- 23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

## **E. Bid Opening and Evaluation**

### **24. Bid Opening**

24.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS.**

24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.

24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security/subscription to Bid Securing Declaration, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause 23 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.

24.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3.

### **25. Process to Be Confidential**

25.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

### **26. Clarification of Bids**

26.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the

response shall be in writing via e-mail or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 28.

26.2 Subject to ITB Sub-Clause 26.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

26.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

**27. Examination of Bids and Determination** 27.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially **Responsiveness** responsive to the requirements of the bidding documents.

27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

27.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

## **28. Correction of Errors**

28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors

and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security shall be forfeited or the Bid Securing Declaration exercised and in accordance with ITB Sub-Clause 17.6(b).

**29. Currency for Bid Evaluation** 29.1 The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB Clause 28, is payable (excluding Provisional Sums but including Daywork where priced competitively) in Mauritian Rupees at the selling rates on the closing date, established for similar transactions by the Bank of Mauritius.

**30. Evaluation and Comparison of Bids** 30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.

30.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- (a) making any correction for errors pursuant to ITB Clause 28;
- (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section IV, but including Day work, when requested in the Specifications (or Terms of Reference) Section V;
- (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and
- (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB SubClause 23.5.

30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.

30.4 The estimated effect of any price adjustment conditions under Sub-Clause 6.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

**31. Preference for Domestic Bidders** 31.1 Margin of Preference shall not be applicable.

## F. Award of Contract

**32. Award** 32.1 Subject to ITB Clause 33, the Employer will award the Contract

**Criteria** to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.

32.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.

**33. Employer’s** 33.1 Notwithstanding ITB Clause 32, the Employer reserves the right **Right to** to accept or reject any Bid, and to cancel the bidding process and **Accept any Bid** reject all bids, at any time prior to the award of Contract, without **and to Reject** thereby incurring any liability to the affected Bidder or bidders. **any or all Bids**



**34. Notification of  
Award and  
Signing of  
Agreement**

34.1 Prior to the expiration of the period of bid validity, the Employer shall, for contract amount above the prescribed threshold, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to challenge and Appeal the Employer shall notify the selected Bidder, in writing, by a Letter of Acceptance for award of contract. It will state the sum that the Employer will pay to the Service Provider in consideration of the execution of the services by the Service Provider as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”). Within seven days from the issue of Letter of Acceptance the Employer shall publish on the Public Procurement Portal ([publicprocurement.govmu.org](http://publicprocurement.govmu.org)) and the Employer’s website, the results of the Bidding process.

34.2 The issue of the Letter of Acceptance will constitute the formation of the Contract.

34.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance. Within 21 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 35.

**35. Performance  
Security**

35.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form of a Bank/Insurance company Guarantee **stipulated in the BDS**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.

35.2 If the Performance Security is provided by the successful Bidder in the form of a Bank/Insurance company Guarantee, it shall be issued either at the Bidder’s option, by a commercial Bank/Insurance company located in the Republic of Mauritius or a foreign Bank/Insurance company through a correspondent commercial Bank/Insurance company located in the Republic of Mauritius.

35.3 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

**36. Advance  
Payment and  
Security**

36.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount **stated in the BDS**.

**37. Adjudicator**

37.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

**38. Debriefing**

38.1 The Employer shall promptly attend to all requests for debriefing for the contract, made in writing, and within 30 days from the date of the publication of award or date the unsuccessful bidders are informed about the award, whichever is the case, by following regulation 9 of the Public Procurement Regulation 2008 as amended.

## Section II. Bidding Data Sheet (BDS)

<b>A. General</b>	
<b>ITB 1.1</b>	<p>The Public Body is Airports of Mauritius Co. Ltd.</p> <p>The name and reference number of the procurement is - Transportation of AML &amp; ATOL personnel from and to SSR International Airport  <b>OAB/OS/CSD/VR/SG/22/003 TC (06 July) Transport Services</b></p>
<b>ITB 2.3</b>	<p>(a) Challenges shall be addressed to :</p> <p style="padding-left: 40px;">The Officer-in-Charge  Airports of Mauritius Co Ltd  AML Corporate Office  SSR International Airport Plaine  Magnien</p> <p style="padding-left: 40px;">Tel:+(230) 603 6102  Fax: +(230) 637 5306</p> <p>(b) Application for Review shall be addressed to:</p> <p style="padding-left: 40px;">The Chairman  Independent Review Panel,  9<sup>th</sup> Floor, Wing B  Emmanuel Anquetil Building  Pope Hennessy Street  Port Louis</p> <p style="padding-left: 40px;">Telephone Nr: 2013921</p>
<b>ITB 4.1</b>	This bidding exercise is restricted to <b>Local bidders ONLY</b>
<b>ITB 5.2</b>	Pre-qualifications have not been carried out.
<b>ITB 5.3 (b)</b>	Not applicable
<b>ITB 5.3 (c)</b>	Supporting documents such as Letter of Acceptance, Contract Agreements or any other document indicating the total contract value of transport services performed during the last five years.

<b>ITB 5.3 (d)</b>	Experience in services of a similar nature i.e transportation of personnel and details of said services under way or contractually committed or successfully completed over the last five years and names and address of clients who may be contacted by AML at evaluation stage, for further information/clarification on the contracts references submitted
<b>ITB 5.3 (e)</b>	Bidders to submit List of vehicles which would be used (Owned, Leased, Hired, Subcontracted) to carry out the Transportation Service and copies of their respective Registration Certificates (Horse Power), as per <b>Annex 1</b> .
<b>ITB 5.3 (f)</b>	Not Applicable
<b>ITB 5.3 (g)</b>	Bidders shall submit a Certificate duly certified by an Auditor, licensed by the Financial Reporting Council (FRC) or an Accountant registered with the Mauritius Institute of Professional Accountants (MIPA) to the effect that it is operating on a going concern basis and is not subject to any insolvency or bankruptcy proceedings or a recent Certificate of current standing from the Registrar of Companies.
<b>ITB 5.3 (k)</b>	Bidders shall be allowed to Subcontract/Lease/Hire up to <b>40%</b> of the total number of vehicles required per lot or nearest whole number. However, bidders shall have to submit a document duly signed by both parties stating that they will carry out the transportation services in case the contract is awarded to them.
<b>ITB 5.5 (a)</b>	Not Applicable
<b>ITB 5.5(b)</b>	Bidder should demonstrate that they have successfully executed at least <b>ONE Transport Services Contract as Prime Contractor</b> during the last five years. Description of the transportation services together with full details such as company name, contract value, duration etc should be submitted in the format as per <b>Annex 1</b> .
<b>ITB 5.5 (c)</b>	Vehicles can be Owned, Leased, Hired or Subcontracted but, shall not be <b>more than SEVEN years old from date of registration</b> . The successful bidder shall submit documentary evidence prior to start of contract implementation
<b>ITB5.5(d)</b>	Not Applicable
<b>ITB15.5(e)</b>	Bidders should demonstrate that their company is not insolvent, not in receivership and not in bankruptcy.

ITB 8.1 (b)	<p>A pre-bid meeting shall be held at the AML Training Room – Ground Floor – AML Corporate Office – SSR International Airport on Thursday 09 June 2022 at 10.00 Hrs.</p> <p>Bidders willing to attend the pre-bid meeting shall have to inform the Chairman Tender Committee thru’ e-mail - <a href="mailto:tendercommittee@aml.aero">tendercommittee@aml.aero</a> at least two days prior to the above scheduled date.</p>
<b>B. Bidding Data</b>	
ITB 10	<p>This bidding document has been uploaded on the PPO website and Bidders shall regularly visit PPO website to take cognizance of any Corrigendum, Clarification and/or Addendum issued thereafter.</p> <p>For <b><u>clarification of bid purposes</u></b> only, the address is:</p> <p>The Chairman Tender Committee, Airports of Mauritius Co Ltd AML Corporate Office SSR International Airport Plaine Magnien</p> <p>E-mail address: <a href="mailto:tendercommittee@aml.aero">tendercommittee@aml.aero</a></p> <p><b>Request for clarification through the above e-mail and no other mode of communication shall be accepted. All requests should reach AML not later than 14 days, prior to bids submission date. Late request(s) shall not be entertained.</b></p>
<b>C. Preparation of Bids</b>	
ITB 13.1	Not Applicable
ITB 14.4	The Contract shall be <b>subject to price adjustment</b> in accordance with SubClause 6.6.1 of the Conditions of Contract.
ITB 15.1	Not Applicable
ITB 16.1	The period of Bid validity shall be <b>One hundred and twenty (120) days</b> after the deadline for submission of bids as mentioned in ITB 21.1 of the BDS; AML reserves the right to request for extension prior to the expiry of the validity period.
ITB 17.1	The Bidder shall provide a <b>Bid Securing Declaration</b> .
ITB 18.1	Alternative bids shall not be considered.
ITB 18.2	<b>Alternative time</b> to pick up and/or drop off shall not be permitted.

<b>D. Submission of Bids</b>	
<b>ITB 20.2</b>	<p>The AML's address for the purpose of Bid submission is</p> <p>The Chairman Tender Committee Airports of Mauritius Co. Ltd SSR International Airport Plaine Magnien</p> <p>For identification of the bid, the envelopes should indicate:</p> <p><b>Contract: Transportation of personnel - SSR International Airport – Bid Reference: OAB/OS/CSD/VR/SG/22/003 TC (06 July) Transport Services.</b></p>
<b>ITB 21.1</b>	<p>The deadline for submission of bids shall be <b>Wednesday 06 July 2022 at latest by 13.00 hrs.</b> Late Bids shall not be accepted and bids received electronically shall not be considered.</p>
<b>E. Bid Opening and Evaluation</b>	
<b>ITB 24.1</b>	<p>Bids will be opened on <b>Wednesday 06 July 2022 at 13.30hrs</b> at the following address:</p> <p>Training Room Ground Floor AML Corporate Office SSR International Airport Plaine Magnien</p> <p><b>Note : - ONE representative per bidder shall be allowed to assist the bid opening exercise. However, the interested party should inform the Secretary Tender Committee accordingly by e-mail at <a href="mailto:tendercommittee@aml.aero">tendercommittee@aml.aero</a> at least TWO days prior to closing date.</b></p>
<b>ITB 30.1</b>	<p>Bids shall be evaluated in accordance to Clause 27 and the bidders submitting price for all routes per lot and being the lowest price per lot shall be awarded the contract.</p>
<b>ITB 32.2</b>	<p>Contract shall be award based on:</p> <p>(i) <b>The bidder whose Bid has been determined to be substantially responsive to the bidding documents.</b></p> <p>(ii) <b>The lowest evaluated responsive bid on a “Lot basis”.</b></p>

<b>ITB 35.1</b>	<b>A Performance Security amounting 10% of the Contract Value including 15% VAT (If applicable), for one year,</b> shall be submitted by the Successful Bidder within 28 days as from the date of contract award. Performance Security shall be valid 30 days after the service completion date.
<b>ITB 36.1</b>	No advance payment shall be entertained for this Contract.
<b>ITB 37.1</b>	The Adjudicator will be agreed with the successful bidder

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**Section III. Bidding Forms****Table of Forms**

<b>Bid Submission Form.....</b>	<b>31</b>
<b>Qualification Information .....</b>	<b>35</b>



**Bid Submission Form**

*The Bidder must prepare the Service Provider's Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

***Note: All italicized text is for use in preparing these forms and shall be deleted from the final document.***

Date: \_\_\_\_\_

Bidder's Reference No.: \_\_\_\_\_

Procurement Reference No.:.....

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 11;
- (b) We offer to execute the *[name and identification number of Contract]* in accordance with the Conditions of Contract, Scope of Service and Performance Specifications, and Activity Schedule accompanying this Bid.
- (c) The total price of our Bid, after discounts offered in item (d) below is:  
MUR \_\_\_\_\_ (including 15% VAT).
- (d) The discounts offered and the methodology for their application are: \_\_\_\_\_;
- (e) Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document;
- (g) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 6;
- (h) We are not participating, as a Bidder in more than one bid in this bidding process.
- (i) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the laws of Mauritius;

- (j) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 4.5;<sup>3</sup>
- (k) We understand that this bid, together with your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (l) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and contract execution:
- i. We shall not, directly or through any other person or firm, offer, promise or give to any of Airports of Mauritius Co Ltd employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - ii. We shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - iii. We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding.

We understand that transgression of the above is a serious offence and appropriate actions will be taken against such bidders.

- (m) We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached herewith and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.
- (n) Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Commission or	Amount and	Purpose of of agent gratuity	Currency
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
(if none, state “none”)			

<sup>3</sup> Use one of the two options as appropriate.

- (o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (p) If awarded the contract, the person named below shall act as Contractor's Representative: \_\_\_\_\_

Name:

\_\_\_\_\_

In the capacity of:

\_\_\_\_\_

Signed:

\_\_\_\_\_

Duly \_\_\_\_\_ authorized  
to sign the Bid for  
and on behalf of:

\_\_\_\_\_

Date:

\_\_\_\_\_

Seal of Company

\_\_\_\_\_

## Appendix to Bid Submission Form

**Bid Securing Declaration**

By subscribing to the undertaking in respect of paragraph (m) of the Bid Submission Form:

I/We\* accept that I/we\* may be disqualified from bidding for any contract with any Public Body for the period of time that may be determined by the Procurement Policy Office under section 35 of the Public Procurement Act, if I am/we are\* in breach of any obligation under the bid conditions, because I/we\*:

- (a) have modified or withdrawn my/our\* Bid after the deadline for submission of bids during the period of bid validity specified by the Bidder in the Bid Submission Form; or
- (b) have refused to accept a correction of an error appearing on the face of the Bid; or
- (c) having been notified of the acceptance of our Bid by the *(insert name of public body)* during the period of bid validity, (i) have failed or refused to execute the Contract, if required, or (ii) have failed or refused to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We\* understand this Bid Securing Declaration shall cease to be valid (a) in case I/we am/are the successful bidder, upon our receipt of copies of the contract signed by you and the Performance Security issued to you by me/us; or (b) if I am/we are\* not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our\* Bid.

In case of a Joint Venture, all the partners of the Joint Venture shall be jointly and severally liable.

### Qualification Information

**1. Individual  
Bidders or  
Individual  
Members of  
Joint Ventures**

- 1.1 Constitution or legal status of Bidder: *[attach copy]*
- Place of registration: *[insert]*
- Principal place of business: *[insert]*
- Power of attorney or other acceptable document of signatory of Bid: *[attach]*
- 1.2 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last two years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date as per Annex 1 below
- 1.3 Major items of Service Provider's vehicles proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 5.5(c). as per Annex 1 below
- 1.4 Proposed subcontracts and firms involved. Refer to GCC Clause 4.1.

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

- 1.5 Financial reports for the last two years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.
- 1.6 Information regarding any litigation, current or within the last two years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

- |                                   |  |
|-----------------------------------|--|
| <b>2. Joint Ventures</b>          | <p>2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.</p> <p>2.2 The information in 1.12 above shall be provided for the joint venture.</p> <p>2.3 Attach the power of attorney or other acceptable document of the signatory (ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.</p> <p>2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that</p> <ul style="list-style-type: none"><li>(a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;</li><li>(b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and</li><li>(c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.</li></ul> |
| <b>3. Additional Requirements</b> | <p>3.1 Bidders should provide any additional information required in the BDS and to fulfill the requirements of ITB Sub-Clause 5.1, if applicable.</p>   |

## Annex 1

**Note: - Sample of table with all related information that the bidders shall have to submit altogether with their bids;**

## EXAMPLE

A - List of Vehicles				
SN	Vehicle Registration No.	Year of Registration	Seats	Owned/ Leased/ Hired/Etc (please specify)
1	Example 20000 NV 2022	2022	14	Owned
2				
3				
4				

## EXAMPLE

B - List of Contracts				
SN	Company	Contract Value	Duration	Remarks
1	ABCD	MUR 450,000 (Incl.VAT)	2 Years as from 1 June 2020	Still ongoing
2				

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Section IV Scope of Service and Performance Specifications

**Part II – Activity Schedule**

**Section IV. Scope of Service and Performance Specifications**

The Transport Service Provider shall perform the following, but not limited to;

- (i) Pick up AML & ATOL employees from SSR International Airport as per time schedule from their respective collection points
- (ii) Drop off AML & ATOL employees to their respective drop off points, as per time schedule
- (iii) Pick up AML & ATOL employees from their respective collection points, as per time schedule
- (iv) Drop off AML & ATOL employees to the SSR International Airport at their respective drop off points, as per time schedule
- (v) Transport AML & ATOL employees safely and in a timely manner



### Activity & Performance Requirements Schedule

**The attention of Bidders is drawn to the fact that; they should quote for ALL routes per lot. The Transport Service Provider shall perform the transportation services using the routes described below.**

#### LOT 1– Staff on Watch/Administrative (Day Duty)

Lot 1 will consist of the following routes which are described in Table 1 with indicative Pick Up and Arrival Times.

**Number of vehicle required ( total = 7, as detailed below)**

- (i) 6 vehicles: type high roof (Route A, B, C, E, F & G) with capacity 16-seater each nd
- (ii) 1 vehicle with capacity at least 14-seater for Route D

TABLE 1

Route A	Ref	Triolet- via motorway Airport and vice-versa (14-16 staff)	Number of trips per month	Price per trip (MUR)	Total Price (MUR)
Schedule (Watch)	1	06h15 from Triolet - 07h25 at Airport	30		
	2	07h45 from Airport - 08h50 at Triolet	30		
	3	15h20 from Triolet - 16h25 at Airport	30		
	4	16h45 from Airport - 17h50 at Triolet	30		
Route B	Ref	Triolet- -via Port-Louis - Airport and vice-versa (14-16 staff)			
Schedule (Watch)	5	06h10 from Triolet - 07h25 at Airport	30		
	6	07h45 from Airport - 08h55 at Triolet	30		
	7	15h15 from Triolet - 16h25 at Airport	30		
	8	16h45 from Airport - 17h55 at Triolet	30		
Route C	Ref	R/Hill -via B/Rose –Q/Bornes - Airport and vice-versa (14-16 staff)			
Schedule (Watch)	9	06h30 from Rose Hill - 07h25 at Airport	30		
	10	07h45 from Airport - 08h50 at Rose Hill	30		
	11	15h30 from Rose Hill - 16h25 at Airport	30		

	12	16h45 from Airport - 17h50 at Rose Hill	30		
Route D	Ref	Vacoas/Phoenix – via Castel – Curepipe (Cinema Novelty, George V Stadium) – Motorway to Airport and vice versa (14 staff)			
Schedule (Watch)	13	06h30 from Phoenix - 07h25 at Airport	30		
	14	07h45 from Airport - 08h50 at Phoenix	30		
	15	15h20 from Phoenix - 16h25 at Airport	30		
	16	16h45 from Airport - 17h50 at Phoenix	30		
Route E	Ref	Flacq-C D Masque- Q/Militaire- St Pierre (La Gare)- via motorway Airport and vice-versa (14 – 16 staff)			
Schedule (Watch)	17	06h15 from Flacq - 07h25 at Airport	30		
	18	07h45 from Airport - 08h55 at Flacq	30		
	19	15h10 from Flacq - 16h25 at Airport	30		
	20	16h45 from Airport - 17h55 at Flacq	30		
Route F	Ref	Airport-via M/D' Albert-Terre Rouge – Triolet (10-16 staff)			
Schedule (Administrative)	21	15h40 from Airport - 16h45 at Triolet	22		
Route G	Ref	Airport-via Vacoas-Q/Bornes– P/Louis (10-16 staff)			
Schedule (Administrative)	22	15h40 from Airport - 16h35 at P/Louis	22		
<b>Total Lot 1 Excl. Vat</b>					

### LOT 2– Staff on Watch/Administrative (Day Duty)

Lot 2 will consist of the following routes, which are described, in Table 2 with indicative Pick Up and Arrival Times.

**Number of vehicles required: 5 as detailed below**

- (i) 4 vehicles with capacity at least 14-seater each and
- (ii) 1 high roof with capacity 16-seater to be used exclusively for Route I, Ref 27-30)

TABLE 2

Route H	Ref	Vacoas (C/Laliane/ M/Desir /Londonway/Winners)– via Curepipe (SBM/ KFC, Fire Services Station, Winners) – 16eme Mille – Nouvelle France-Beau Climat Road – Motorway to Airport and vice versa (10-14 staff)	Number of trips per month	Price per trip (MUR)	Total Price (MUR)
Schedule (Watch)	23	06h45 from Vacoas - 07h25 at Airport	30		
	24	07h45 from Airport k- 08h30 at Vacoas	30		
	25	15h45 from Vacoas - 16h25 at Airport	30		
	26	16h45 from Airport - 17h30 at Vacoas	30		
Route I	Ref	Bel Air R Seche-Old G/Port- R/des Creoles-G/Bel Air-Mahebourg- Airport and vice-versa (6-16 staff)			
Schedule (Watch)	27	06h20 from B Ail R Seche - 07h25 at Airport	30		
	28	07h45 from Airport - 08h50 at B Ail R Seche	30		
	29	15h20 from B Ail R Seche - 16h25 at Airport	30		
	30	16h45 from Airport - 17h50 at B Ail R Seche	30		
Route J	Ref	Chamouny via Chemin Grenier – Britannia-Camp Diable- L’Escalier - Airport and vice-versa (10-14 staff)			
Schedule (Watch)	31	06h30 from Chamouny - 07h25 at Airport	30		
	32	07h45 from Airport - 08h20 at Chamouny	30		
	33	15h15 from Chamouny - 16h25 at Airport	30		
	34	16h45 from Airport - 17h50 at Chamouny	30		

Route K	Ref	Mahebourg - Airport and vice-versa (6-14 staff)			
Schedule (Administrative)	35	08h10 from Mahebourg - 08h25 at Airport	22		
	36	15h40 from Airport - 15h55 at Mahebourg	22		
	37	16h40 from Airport - 16h55 at Mahebourg	22		
Route L	Ref	Union Park-Old R/Belle Rd - N/Grove - M/ D'Albert - P/Magnien to Airport and vice versa (14 staff)			
Schedule (Watch)	38	06h45 from Union Park - 07h25 at Airport	30		
	39	07h45 from Airport - 08h30 at Union Park	30		
	40	15h20 from Union Park - 16h25 at Airport	30		
	41	16h45 from Airport - 17h30 at Union Park	30		
<b>Total Lot 2 Excl. Vat</b>					

### LOT 3 – Administrative Staff (Day Duty)

Lot 3 will consist of the following routes, which are described in Table 3 with indicative Pick Up and Arrival Times.

- **Number of vehicles required:** 6 (capacity at least 14-seater each)

**TABLE 3**

Route M	Ref	Mon Desir Vacoas-Bonne Terre- via Indian Oil P/Station - Bus Station - Floreal – Cpe - Airport and vice-versa (14 staff)	Number of trips per month	Price per trip (MUR)	Total Price (MUR)
Schedule	42	07h10 from Vacoas - 08h25 at Airport	22		
	43	16h40 from Airport - 17h40 at Vacoas	22		
Route N		Curepipe via N/France/Rose Belle - Airport and vice-versa (1214 staff)			
Schedule	44	07h25 from Curepipe - 08h25 at Airport	22		
	45	16h40 from Airport - 17h30 at Curepipe	22		
Route O		Palma-Q/Bornes via S/Prite – Motorway-Airport and vice-versa (14 staff)			
Schedule	46	07h00 from Palma - 08h25 at Airport	22		
	47	16h40 from Airport - 17h50 at Palma	22		
Route P		B Bassin-R/Hill via S/Prite-Castel-Cpe-Motorway - Airport and vice-versa (10-14 staff)			
Schedule	48	06h55 from B Bassin - 08h25 at Airport	22		
	49	16h40 from Airport - 17h50 at B Bassin	22		
Route Q		Chamouny-Chemin Grenier via Camp Diable - Airport and viceversa:(12-14 staff)			
Schedule	50	07h25 from Chamouny - 08h25 at Airport	22		
	51	16h40 from Airport - 17h40 at Chamouny	22		
Route R		St Pierre- Q/Militaire- Wootun-Airport and vice-versa (12-14)			
Schedule	52	07h25 from ST Pierre - 08h25 at Airport	22		

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	53	16h40 From Airport	-	17h40 at ST Pierre	22		
<b>Total Lot 3 Excl. Vat</b>							

**LOT 4-Terminal Operation Officers, General Handy Worker & Passenger Relation Officers**

Lot 4 will consist of the following routes, which are described, in Table 4 with indicative Pick Up and Arrival Times (as per roster-ANNEX A)

- Number of vehicles required: 4 (capacity at least 14-seater each)
- A dedicated door-to-door (as far as road network is practicable) transport facilities should be provided.
- Number of staff per trip (8-14).

**Table 4**

Route S		TEAM A	Number of trips per month	Price per trip (MUR)	Total Price (MUR)
Schedule	54	Chemin Grenier-R.D. Anguilles-Tyack-Britannia – La Flora-P/Magnien-Airport	21		
	55	Airport via La Flora – Britannia-Tyack-RDAC/Grenier	21		
	56	N/France-R/Belle-M/D’Albert-P/Magnien-Airport	21		
	57	Airport –P/Magnien-M/D’Albert-R/Belle-N/France	21		
	58	Chebel-B/Rose-Trianon-C/Fouquereaux-Airport	21		
	59	Airport-C/Fouquereaux-Trianon-B/Rose-Chebel	21		
Route T		TEAM B			
Schedule	60	Roches Noires-Brisee Verdiere-Caroline-Old G/Port-Airport	21		
	61	Airport via Old Grand Port-B Verdiere-R Noires	21		

	60	Ch. Grenier-Surinam-R D Anguilles-Tyack-C Diable-L'Escalier-Carreau Esnouf-P/Mgn-Airport	21		
	62	Airport via –Carreau Esnouf-L'escalier-C DiableTyack- R D Anguilles-Surinam- Ch.Grenier	21		
Route U		TEAM C			
	63	St Julien-Q/Militaire-Dagotiere- HermitageWootun-N/Grove-P/Magnien - Airport	21		
Schedule	64	Airport via P/Magnien-N/Grove-Wootun- Hermitage-Dagotiere-Q/Militaire-St Julien	21		
	65	St Hubert-V Noires-G/Port-Mahebourg- P/MagnienAirport	21		
	66	Airport via P/Magnien-Mahebourg- G/Port-V Noires-St-Hubert	21		
	67	<b>Triolet</b> -Calebasses-P/Louis-Airport	21		
	68	Airport-P/Louis-Calebasses-Triolet	21		
Route V		TEAM D			
Schedule	69	Belle Rose- Sodnac- Phoenix(Jumbo)- HermitageC/Fouquereaux--Airport	21		
	70	Airport –C/Fouquereaux-Hermitage- Phoenix (Jumbo)- Sodnac- Belle Rose	21		
	71	Q/Bornes- Vacoas (B/Terre/Modern) St Paul/Phoenix-Curepipe--Airport	21		
	72	Airport via Curepipe- St Paul/Phoenix - Vacoas (Modern/B/Terre)-Q/Bornes	21		



	73	Vacoas (Hollywood)-N/France-N/Grove-G/BillotAirport	21		
	74	Airport-G/Billot-N/Grove-N/France-Vacoas (Hollywood)	21		
<b>Total Lot 4 Excl. Vat</b>					

LOT 5-Security Services & Facilitation Miscellaneous Shift
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Lot 5 will consist of the following routes, which are described, in Table 5 with indicative Pick Up and Arrival Times (as per attached roster-ANNEX B).

- Number of vehicles required: 5 (capacity at least 14-seater each)

TABLE 5

Route W		Misc A	Number of trips per month	Price per trip (MUR)	Total Price (MUR)
Schedule	75	Grand Sable-Petit Sable-Old G Port-R Des Creoles-V/Noires -Mahebourg -Beau Vallon-P/Magnien- SSR Airport	20		
	76	SSR Airport - P/Magnien - via Mahebourg – V/Noires-R Des Creoles-Old G Port-Petit Sable-Grand Sable	20		
	77	C.Grenier – Tyack - R D Poste - M/Tabac - G/Billot - N/Grove -D/Bras - M/D’Albert - P/Magnien - SSR Airport	20		
	78	SSR Airport via M/D’Albert – N/Grove-M/Tabac - R D Poste-Tyack-C.Grenier	20		
Route X		Misc B			
Schedule	79	Palma-Q/Bornes-B/Rose –Curepipe-R/Belle- SSR Airport	20		
	80	SSR Airport via R/Belle-Curepipe-R/Hill - Q/BornesPalma	20		
	81	Roches Brunes-B/Bassin-R/Hill-Q/Bornes-via P/MagnienSSR Airport	20		
	82	SSR Airport via P/Magnien- Q/Bornes -R/Hill- B/BassinRoches Brunes	20		
	83	Rose Belle - G/Billot - N/Grove-D/Bras - M/D’Albert - P/Magnien - SSR Airport	20		
	84	SSR Airport via M/D’Albert –N/Grove-G/Billot-Rose Belle	20		
Route Y		Misc C			

	85	Vacoas-Curepipe-Malherbe- - SSR Airport	20		
	86	SSR Airport via - Malherbe-Curepipe-Vacoas	20		
Schedule	87	La Brasserie-16eme Mille Rose Belle – Mon Fertile - N/Grove - M/D’Albert - P/Magnien - SSR Airport	20		
	88	SSR Airport via M/D’Albert – N/grove-Rose Belle-La Brasserie	20		
Route Z		Misc D			
Schedule	89	Chamouny-Surinam-Souillac-Riv. Des Anguilles - L’escalier - T/Boutiques-P/Magnien-Airport	20		
	90	SSR Airport - via L’Escalier – Riv. Des Anguilles-Souillac - Chamouny	20		
	91	G/Port – R Des Creoles-P/Bel Air - G/B/Air - MahebourgV/Noires-Beau Vallon-P/Magnien - SSR Airport	20		
	92	SSR Airport - P/Magnien - via Mahebourg –V/Noires-G/B/Air-P/B/Air-R Des Creoles-G/Port	20		
	93	Q/Militaire-Valetta-Dagotiere-St Pierre-Airport	20		
	94	Airport-St Pierre-Dagotiere-Valette-Q/Militaire	20		
<b>Total Lot 5 Excl. Vat</b>					

**LOT 6 – Passenger Relation Officers (Airfield)/Airport Health Lab**

Lot 6 will consist of the following routes, which are described, in Table 6 with indicative Pick Up and Arrival Times-Roster (Annex C)

- Number of vehicles required: 3 (capacity at least 14-seater)
- A dedicated door-to-door (as far as road network is practicable) transport facilities should be provided.
- Number of staff per trip (6-14).

**TABLE 6**

Route A1		TEAM A	Number of trips per month	Price per trip (MUR)	Total Price (MUR)
Schedule	95	Bois Cherie-Mahebourg-Airport	20		
	96	Airport-Mahebourg-Bois Cherie	20		
Route A2		TEAM B			
Schedule	97	Pamplemousses-Arsenal- T/Boutiques-Airport	20		
	98	Airport-T/Boutiques-Arsenal-Pamplemousses	20		
Route A3		TEAM C			
Schedule	99	P/Verte-Q/Bornes-Vacoas-Airport	20		
	100	Airport-Vacoas-Q/Bornes-PVerte	20		
Route A4		TEAM D			
Schedule	101	Lallmatie-St Pierre-Curepipe-Airport	20		
	102	Airport-Curepipe-St Pierre-Lallmatie	20		
Route A5		TEAM A			
Schedule	103	Calebasses-Midlands-N/France-N/Grove-Airport	20		
	104	Airport-N/Grove-N/France-Midlands-Calebasses	20		
	105	Chamouny-Mahebourg-Airport	20		
	106	Airport-Mahebourg-Chamouny	20		

Route A6		TEAM B			
	107	Q/Bornes-Vacoas-P/Magnien-Airport	20		
	108	Airport-P/Magnien-Vacoas-Q/Bornes	20		
Schedule	109	St Julien-St Pierre-C/Fouquereaux-MidlandsP/Magnien-Airport	20		
	110	Airport-P/Magnien-Midlands-C/Fouquereaux-St Pierre-St Julien	20		
	111	Vacoas-Curepipe-N/France-R/Belle-Airport	20		
	112	Airport-R/Belle-N/France-Curepipe-Vacoas	20		
<b>Total Lot 6 Excl. Vat</b>					

**ANNEX A (Terminal Operations Officer, Passenger Relation Officers)-LOT 4**

<b>Days</b>	<b>Morning</b>	<b>Team</b>	<b>Afternoon</b>	<b>Team</b>	<b>Evening</b>	<b>Team</b>	<b>Number of trip p/day</b>
Monday	05h00-12h00	A	11h30– 19h00	B	17h00 – 00H00	C	16
Tuesday	05h00-12h00	D	11h30– 19h00	B	17h00 – 00H00	C	16
Wednesday	05h00-12h00	A	11h30– 19h00	D	17h00 – 00h00	C	18
Thursday	05h00-12h00	B	11h30– 19h00	A	17h00 – 00h00	D	16
Friday	05h00-14h00	B	-	-	13h30 – 00H00	A	10
Saturday	05h00-12H00	B	11H30–19H00	A	17h00 – 00H00	D	16
Sunday	05h00-14h00	B	-	-	13h30 – 00H00	A	10

**ANNEX B – LOT 5****Security Services & Faciliation Miscellaneous Roster**

<b>Day/Date</b>	<b>Misc (A)-Old G Port &amp; C.Grenier</b>	<b>Misc (B)-R/Hill, Palma &amp; Rose Belle</b>	<b>Misc (C)-Vacoas &amp; La Brasserie</b>	<b>Misc (D)-Chamouny &amp; G.Port</b>
Mon-01	OFF	11H00-18H15	17H15-LAM	04H30-11H45
Tue-02	04H30-11H45	OFF	17H15-LAM	11H00-18H15
Wed-03	04H30-11H45	11H00-18H15	OFF	17H15-LAM
Thur-04	13H00-LAM	04H30-11H45	OFF	OFF
Fri-05	17H15-LAM	OFF	04H30-11H45	11H00-18H15
Sat-06	OFF	OFF	13H00-LAM	04H30-11H45
Sun-07	11H00-18H15	17H15-LAM	OFF	04H30-11H45
Mon-08	04H30-11H45	17H15-LAM	OFF	11H00-18H15
Tue-09	11H00-18H15	17H15-LAM	04H30-11H45	OFF
Wed-10	17H15-LAM	OFF	04H30-11H45	11H00-18H15
Thur-11	OFF	OFF	13H00-LAM	04H30-11H45
Fri-12	11H00-18H15	04H30-11H45	17H15-LAM	OFF
Sat-13	04H30-11H45	13H00-LAM	OFF	OFF

Sun-14	04H30-11H45	OFF	11H00-18H15	17H15-LAM
Mon-15	11H00-18H15	OFF	04H30-11H45	17H15-LAM
Tue-16	OFF	04H30-11H45	11H00-18H15	17H15-LAM
Wed-17	11H00-18H15	04H30-11H45	17H15-LAM	OFF
Thu-18	04H30-11H45	13H00-LAM	OFF	OFF
Fri-19	OFF	17H15-LAM	11H00-18H15	04H30-11H45
Sat-20	OFF	OFF	11H00-18H15	17H15-LAM
Sun-21	17H15-LAM	11H00-18H15	04H30-11H45	OFF
Mon-22	17H15-LAM	04H30-11H45	11H00-18H15	17H15-LAM
Tue-23	17H15-LAM	11H00-18H15	OFF	04H30-11H45
Wed-24	OFF	17H15-LAM	11H00-18H15	04H30-11H45
Thu-25	OFF	OFF	04H30-11H45	13H00-LAM
Fri-26	04H30-11H45	11H00-18H15	OFF	17H15-LAM
Sat-27	13H00-LAM	04H30-11H45	OFF	OFF
Sun-28	OFF	04H30-11H45	17H15-LAM	OFF
Mon-29	OFF	11H00-18H15	17H15-LAM	04H30-11H45
Tue-30	04H30-11H45	OFF	17H15-LAM	11H00-18H15

*Note: LAM stands for Last Aircraft Movement*

Minimum number of vehicles required for each LOT and the number of routes

**□ Number of vehicle required for each LOT (1-6)**

□

Requirement	Lot 1	Lot 2	Lot 3	Lot 4	Lot 5	Lot 6	Total
Quantity of Vehicle	7	5	6	4	5	3	<b>30</b>
Number of route	7	5	6	4	4	6	<b>32</b>

**□ Additional Requirement**

<b>Any additional trip</b>	<b>Price Excluding VAT (Rs)</b>
Price per km for any new route	
Price per km for any extension to existing routes	

<b>Summary of Lots</b>		
		<b>BID PRICE EXCLUDING VAT (MUR)</b>
1	Total Lot 1	
2	Total Lot 2	
3	Total Lot 3	
4	Total Lot 4	
5	Total Lot 5	
6	Total Lot 6	
<b>15% Vat (if applicable)</b>		
<b>Grand Total</b>		



## ANNEX C – LOT 6 (Passenger Relation Officers-Airfield)

Day	Date	TEAM A	TEAM B	TEAM C	TEAM D
Sunday	1	OFF	1330-0145	OFF	0430-1400
Monday	2	1800-0145	OFF	0415-1200	1130-1900
Tuesday	3	1800-0430	OFF	0445-1200	1130-1900
Wednesday	4	1800-0145	0430-1200	1130-1900	OFF
Thursday	5	OFF	1130-1900	1800-0430	0500-1200
Friday	6	OFF	1330-0430	OFF	0430-1400
Saturday	7	1130-1900	1800-0430	0400-1200	OFF
Sunday	8	1330-0145	OFF	0430-1400	OFF
Monday	9	OFF	0415-1200	1130-1900	1800-0145
Tuesday	10	OFF	0445-1200	1130-1900	1800-0430
Wednesday	11	0430-1200	1130-1900	OFF	1800-0145
Thursday	12	1130-1900	1800-0430	0500-1200	OFF
Friday	13	1330-0430	OFF	0430-1400	OFF
Saturday	14	1800-0430	0400-1200	OFF	1130-1900
Sunday	15	OFF	0430-1400	OFF	1330-0145
Monday	16	0415-1200	1130-1900	1800-0145	OFF
Tuesday	17	0445-1200	1130-1900	1800-0430	OFF
Wednesday	18	1130-1900	OFF	1800-0145	0430-1200
Thursday	19	1800-0430	0500-1200	OFF	1130-1900
Friday	20	OFF	0430-1400	OFF	1330-0430
Saturday	21	0400-1200	OFF	1130-1900	1800-0430
Sunday	22	0430-1400	OFF	1330-0145	OFF
Monday	23	1130-1900	1800-0145	OFF	0415-1200
Tuesday	24	1130-1900	1800-0430	OFF	0445-1200
Wednesday	25	OFF	1800-0145	0430-1200	1130-1900
Thursday	26	0500-1200	OFF	1130-1900	1800-0430

Friday	27	0430-1400	OFF	1330-0430	OFF
Saturday	28	OFF	1130-1900	1800-0430	0400-1200
Sunday	29	OFF	1330-0145	OFF	0430-1400
Monday	30	1800-0145	OFF	0415-1200	1130-1900
Tuesday	31	1800-0430	OFF	0445-1200	1130-1900

#### ANNEX D-Airport Health Lab

Day	Team A	Team B	TIME
SATURDAY		X	9.00 - 17.00
SUNDAY	X		9.00 - 17.00
MONDAY		X	9.00 - 17.00
TUESDAY	X		9.00 - 17.00
WEDNESDAY		X	9.00 - 17.00
THURSDAY	X		9.00 - 17.00
FRIDAY		X	9.00 - 17.00



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**Only bidders satisfying the following criteria will be considered for award.**

**A - ELIGIBILITY CRITERIA:**

1. Bidders shall demonstrate that they have successfully executed at least ONE similar Transport Services Contract during the last five years. (Similar – more or less same number of vehicles and personnel)
2. Bidders shall demonstrate that all vehicles to be used for this Contract are not more than SEVEN years old, as at closing date.
3. Bidders shall demonstrate that their respective company is neither insolvent nor in receivership or in process of winding up.

**B – DOCUMENTS TO BE SUBMITTED TOGETHER WITH THE BID:**

Bidders shall submit the following documents together with their bids.

1. Certificate of Incorporation and Business Registration Number.
2. Copies of Horse Power document, Certificate of Insurance and Public Service Vehicle Licences.
3. List of vehicles which would be used (Leased, Owned, Hired, Subcontracted) to carry out the transportation service and other relevant documents
4. In case of sub-contracted vehicle, agreement(s) with sub-contractor(s) should be submitted with the bid
5. Supporting Document for ONE Transport Services Contract during the last five years.
6. Copy of Financial Statements for the last three financial years.
7. Signed Bid Submission Form (BSF) - Bidders not submitting duly signed BSF shall be disqualified.
8. Bid Securing Declaration (BSD) Form.
9. Qualification Information.
10. Price Activity Schedule.

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**The attention of the bidders is also drawn to the conditions hereunder;**

- Bidders are allowed to **subcontract, lease or hire vehicles up to 40% of the number of required vehicles per lot.**
- The scope of services has been split into several lots, each lot consists of several routes
- Bidders may quote for one lot or more than one lot. Award of Contract shall be based on LOT and not per route.
- Bidders shall imperatively quote for all routes per lot, otherwise bid shall be rejected or disqualified.
- Bids shall be evaluated on a “Per lot basis” and Contract shall be awarded accordingly to the lowest evaluated substantially responsive bidder.
- Bidder participating in more than one bid, will be disqualified as specified in Clause 6.1 (e) of Instructions to Bidders
- Contract shall be subject to price adjustment as per Clause 6.6.1 of Special Conditions of Contract.
- In case of reduction or extension of mileage on any route, the rate quoted in the **Additional Requirement’** table at Annex B shall be used to adjust the price per route.

COMPLIANCE TABLE				
Name of Bidder:				
Details		Comply		Remarks
1.0 Eligibility of Bidders		Yes	No	
ITB 4.1	The Bidder is constituted, incorporated, or registered in Mauritius and operates in conformity with the provisions of the laws of Mauritius			
ITB 4.2	All bidders shall provide in Section III, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract.			
ITB 4.3 (a)	Confirmation that Bidder is not under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws at the date of the deadline for bid submission or thereafter.			
2.0 Qualification of Bidders				
ITB 5.3 (a)	Copies of original documents defining the constitution or legal status, place of registration, and principal place of business.			
ITB 5.3 (c)	Supporting documents such as Letter of Acceptance, Contract Agreements or any other document indicating the total contract value of transport services performed during the last five years.			

ITB 5.3 (d)	Experience in services of a similar nature i.e transportation of personnel and details of said services under way or contractually committed or successfully completed over the last five years and names and address of clients who may be contacted by AML at evaluation stage, for further information/clarification on the contracts references submitted			
ITB 5.3 (e)	Bidders to submit List of vehicles which would be used (Owned, Leased, Hired, Subcontracted) to carry out the Transportation Service and copies of their respective Registration Certificates (Horse Power), as per Annex 1.			
ITB 5.3 (g)	Bidders shall submit a Certificate duly certified by an Auditor, licensed by the Financial Reporting Council (FRC) or an Accountant registered with the Mauritius Institute of Professional Accountants (MIPA) to the effect that it is operating on a going concern basis and is not subject to any insolvency or bankruptcy proceedings or a recent Certificate of current standing from the Registrar of Companies.			
ITB 5.3 (h)	Evidence of adequacy of cash-flow for this Contract (access to line(s) of credit and availability of other financial resources);			
ITB 5.3 (i)	Authority to the Employer to seek references from the Bidder's bankers;			
ITB 5.3 (j)	Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount;			
ITB 5.3 (k)	Bidders shall be allowed to Subcontract/Lease/Hire up to <b>40%</b> of the total number of			

	vehicles required per lot or nearest whole number. However, bidders shall have to submit a document duly signed by both parties stating that they will carry out the transportation services in case the contract is awarded to them.			
ITB 5.5 (b)	Bidder should demonstrate that they have successfully executed at least ONE Transport Services Contract as Prime Contractor during the last five years. Description of the transportation services together with full details such as company name, contract value, duration etc should be submitted.			
ITB 5.5 (c)	The Bidders should submit documentary evidence the Vehicles Owned, Leased, Hired or Subcontracted shall not be more than SEVEN years old from date of registration.			
ITB 5.5 (e)	Bidders should demonstrate that their company is not insolvent, not in receivership and not in bankruptcy.			
ITB 16.1	The period of Bid validity shall be One hundred and twenty <b>(120) days</b> after the deadline for submission of bids as mentioned in ITB 21.1 of the BDS; AML reserves the right to request for extension prior to the expiry of the validity period.			
ITB 17.1	The Bidder shall provide a Bid Securing Declaration Form			



**A - GENERAL TRANSPORTATION**

This section covers the general description and general requirements for the transportation service under this Contract.

Services include mainly; transportation of personnel from and to the Airports of Mauritius – SSR International Airport – Plaine Magnien as fully described in the scope of services.

**(i) Duration of Contract**

The Contract will be for an initial period of twelve (12) months, may be renewed for two additional periods of twelve (12) months each. However, it will be subject to mutual agreement and satisfactory performance during the contract periods.

**(ii) Meetings**

Subsequent to the starting date, as and when required, representatives of AML and Transport Service Contractor would meet to closely monitor progress, performance, discuss and agree on improvements, service levels, payments and any other matters arising during the execution of the Contract.

In case of poor performance, remedial action shall be taken by both parties to improve same. Both parties should jointly set up mechanism so as to closely monitor the Contract for the benefit of all parties concerned.

**(iii) Security, Health & Safety**

Security and Safety is of utmost importance and shall be considered as top priority during the execution of this Contract. The Transport Service Provider shall be solely responsible for ensuring that the Health, Security and Safety of the employees during the transits/trips.

The Contractor should also ensure that the travelling personnel wear their seat belts (As per Road Traffic ACT and regulations) at all the time during the respective trips.

The Transport Service Provider shall also have necessary procedures in place to cater for transportation of personnel in case of accident, breakdowns, bad climatic conditions or any adverse event, as far as practicable, and safe for our employees.

The Transport Service Provider shall be solely responsible under these situations/circumstances for the safe transportation of the personnel travelling to their respective destinations within reasonable time period.

**(iv) Working Hours and records**

The Transport Service Provider shall keep logbooks (To be provided by AML) in which it shall accurately record,

- Route completed

- Time the journey started
- Time reached the specific destination
- Time reached SSR International Airport
- Names of personnel transported
- Signature of travelling personnel
- Vehicle registration number
- Name of driver
- Any other additional information
- Etc

On a monthly basis, the Transport Service Provider shall submit the original sheets of the log books to AML altogether with its claims/Invoices for payment purpose. Non-submission of the record sheets may cause significant delay in the payment procedures.

**(v) Personnel/Contact person**

The Transport Service Provider shall appoint/designate a Contact person who will assume full responsibility and management of the Contract during the whole Contract period and who will be available on a 24/7 hours' basis. The contact person shall liaise with the designated representative of AML for any matter arising during the execution of the Contract. Neither passengers nor the drivers shall have the right to argue/discuss or decide on behalf of the parties to the Contract. All matters arising should be reported to the respective/ contact person for remedial action. **The contact details shall be promptly communicated to all parties concerned.**

**(vi) Misbehaviour during the execution of service**

Any gross misconduct, abusive and/or rude language, misbehaviours on behalf of the Transport Service Provider or his employees reported to AML shall be dealt with due diligence and professionalism. If need arises, matter may be referred to appropriate authorities for remedial action and /or else, the transport service Contract may be terminated.

**(vii) Access Passes**

The Airport is a highly restricted area and access to the premises is vigorously controlled. The personnel of the Transport Service Provider should possess appropriate access pass. The onus would be on the Transport Service Provider to seek appropriate pass and renew same as and when required with the collaboration of AML Security and Facilitation Manager. All expenses would be incurred therein by the Transport Service Provider.

The attention of the Transport Service Provider is drawn to the fact that all the Rules and Regulations governing the Airport Area should be strictly adhered to. In case of contravention, matter would be reported to the AML and appropriate action would be taken. Similar occurrence may lead to replacement of the driver and/or termination of the Contract for safety and security reasons.

**(viii) Personal records**

The Transport Service Provider shall provide personal records for his personnel. Documents such as Certificate of Character, Valid License, referrals etc. Employee's records shall be treated with strict confidentiality as agreed by both parties, the Transport Service Provider and Airports of Mauritius Co Ltd.

Regular changes of personnel would not be accepted by the AML. However, in a case to case basis, same could be accepted upon agreement with AML but the replacing one should have equivalent or better skills and experience.

The Transport Service Provider shall comply with the existing local laws, regulations and labour standards.

**(ix) Cyclone and other calamities**

The Transport Service Provider shall ensure safety and security of the travelling personnel. In case of cyclone warnings or any other calamity, it will be the responsibility and duty of the Transport Service Provider to ensure that AML personnel are transported to their respective destination safely, securely and on time and within reasonable time period. The Transport Service Provider should ensure that adequate insurance coverage is in place before the start of the journey and that they have adhered to all the rules and regulations related to these situations ( cyclone warning class 3 and 4 and any other event).

**(x) Adhoc requirements**

It could be that exceptionally the Transport Service Provider would have to provide additional vehicles to safely transport AML staff. In such cases appropriate/additional payment will be effected based on prevailing rates.

**(xi) Maintenance control**

The Transport Service Provider shall ensure that all vehicles are in good running conditions (Roadworthy) at all the time. Non-maintenance or poor maintenance of vehicles may lead to regular breakdowns and in case of recurrent breakdowns; the Transport Service Provider shall replace the vehicle(s) within shortest delay. Subsequently, in case of non-compliance and failure to take remedial action to the satisfaction of AML, the Contract for this specific route can be ultimately terminated.

AML reserves the right to have the vehicles inspected by its Mechanical Engineers, at any time convenient so as to ensure that the vehicles are in good running conditions and its personnel are travelling safely.

**(xii) Insurance**

All vehicles and personnel travelling should be adequately insured against all risks under a comprehensive insurance cover, as per requirement. In case of renewal of Insurance Certificate after expiry, a copy of same should be handed over to AML contact person.

**(xiii) Rates**

The rates quoted are per trip and per route. However, the rate shall not vary in case of Public Holidays, Saturdays and Sunday. The same rate per trip will be applied.

**(xiv) Monthly payment for service completed**

The Transport Service Provider shall have to submit log sheets with all relevant information mentioned above and as agreed; altogether with invoices at the end of each month substantiating that the service has been successfully carried out. Consequently, payment will be effected based on the invoices and documents submitted after internal verification. The Transport Service Provider will be paid on a monthly basis within 30 days after submission of all appropriate documents to the designated AML personnel and no part payment will be entertained for this Contract.

**(xv) Sanitary Protocol**

Successful bidder(s) shall adhere to all protocols applicable.

**(xvi) Cancellation of Routes**

AML reserves the right to cancel any route(s) during the Contract period without justifications.

**(viii) GPS records**

The Transport Service Provider shall maintain the GPS records for each trip effected for a period of at least 6 months and shall provide same on request from AML.

**(xvii) Miscellaneous**

The Transport Service Provider shall observe and ensure the following;

**A- Drivers**

- Drivers should be in good health, mentally fit and fit to drive all the time
- Drivers should be properly dressed and wear appropriate badges/uniforms all the time during the trips

- Drivers should have extensive knowledge of local road networks
- Vehicles should be parked on the allocated area at least five minutes before the scheduled time.
- Driving under the influence of alcohol and /or any other dangerous drug is strictly forbidden. Drivers should not be under the influence of alcohol, consume liquor, drugs /or, smoke cigarettes during the trips
- Drivers should not use mobile phone while driving to put at stake his life and those travelling personnel on board.
- In case the driver reaches a collection point in advance, s/he shall have to wait for the employee(s) until the scheduled time ends. However, in case all the passengers are on board before the scheduled time, the driver may start the journey.
- Driver should refrain from using abusive, rude, harsh or blunt language during the execution of the tasks for any reason whatsoever.
- A list of personnel travelling, with appropriate information would be provided (Upon the agreement of the employee) to the Transport Service Contractor for ease of communication

The Transport Service Provider shall ensure that the drivers are adequately trained and possess appropriate skill to deal with both gentlemen and ladies. No un-authorized persons, children or goods shall be allowed in the vehicle(s) during the trips

#### **B- Vehicles**

- All vehicles used should not be more than seven years all the time during the execution of the Contract. Sometimes, it may happen that vehicles need to be replaced for specific justified reasons, in such cases, the replacement vehicle should not be more than seven years as from date of registration.
- Vehicles should be safe to travel at all time; all damaged parts should be replaced immediately. The vehicles used for this Contract should be fully compliant with the rules and regulations of the Road Traffic Act
- All vehicles should have at least security belts for all travelling passengers, Air Conditioners, Heaters, Radio etc
- Vehicles should be equipped with Global Positioning System (GPS).
- Seats should be clean, free from any greasy or oily materials and in good condition.

- 
- Prior to start of journey, the Transport Service Provider should ensure that the volume of fuel available is adequate for the whole journey and driver shall not be allowed to stop for refueling during the trip.
  - Any vehicle leaving the Airport area may be subject to verification for justifiable reasons.

### **C- Collection and Disembarkation Points**

- The collection and deposit point should be well defined, understood and agreed by all parties concerned prior to start of Contract. However, for night shifts, the collection and disembarkation points will be as close as possible and easily accessible.
- Special parking areas would be provided for these vehicles at the SSR International Airport.
- Vehicles would not be allowed to leave the collection/pick up points at the SSR International Airport until or unless all the travelling personnel are well seated or at latest 5 minutes after the scheduled time of departure. However, in case all the passengers as per list are well seated, before the scheduled departure time, the driver may start the journey.
- Collection/Pick up and deposit points will not be changed by the Service Provider without the agreement of AML.
- The established routes should not be changed under normal circumstances but for specific reasons such as accidents, traffic diversion etc route changes could be accepted but same should be reported to AML contact person immediately or within a reasonable time frame.
- The Transport Service Provider shall not be allowed to pick up or disembark employees outside the established pick-up/drop off points.
- No children will be allowed to accompany their parents during the trip.

### **D - Submission of Documents (Log Book) to AML**

Original Copies of the Log Book shall be handed over to AML Representative on a monthly basis.

## Section VI. General Conditions of Contract

Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) (Ref: NCS/RFQ-GCC14/11-21) for Procurement of Services (available on website ppo.govmu.org) except where modified by the Special Conditions below:

### Section VII. Special Conditions of Contract

Clauses in brackets are optional; all notes should be deleted in final text.

<b>Number of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
<b>1.1(a)</b>	The Adjudicator shall be preferably an expert in the matters appointed upon mutual agreement by both parties
<b>1.1(d)</b>	The Contract name is <b>OAB/OS/CSD/VR/SG/22/003 TC (06 July) Transport Services</b> - SSR International Airport.
<b>1.1(g)</b>	The Public Body is <b>Airports of Mauritius Co. Ltd</b>
<b>1.1(l)</b>	The Member in Charge is <i>[name of Member Leader of the Joint Venture].</i>
<b>1.1(o)</b>	The Transport Service Provider is <i>[ .....]</i>

<b>1.4</b>	<p>The addresses are:</p> <p>AML:            Airports of Mauritius Co. Ltd  AML Corporate Office  SSR International Airport  Plaine Magnien</p> <p>Attention:      The Officer in Charge</p> <p>Transport Service Provider: _____</p> <p>Attention:      _____</p> <p>Facsimile:      _____</p>
<b>1.6</b>	<p>The Authorized Representatives are:</p> <p>For the AML:            _____</p> <p>For the Service Provider: _____</p>
<b>2.1</b>	<p>This Contract shall come into effect as from the date the Letter of Acceptance has been acknowledged by the successful bidder</p>
<b>2.2.2</b>	<p>The Intended Starting Date for the commencement of Services shall be as communicated by AML.</p>

Section VII. Special Conditions of Contract

<b>2.3</b>	<p>The Contract will be for an initial period of twelve (12) months, may be renewed for two additional periods of twelve (12) months each, subject to satisfactory performance during the contractual periods and mutual agreement.</p>
<b>3.10.1</b>	<p>Liquidated damages shall apply for late arrival of vans and employees left behind without appropriate justification, at a rate of Rs100 per incident</p> <p>The maximum amount of Liquidated Damages (LD) for the whole Contract value shall be 10 % of the final Contract Price. If the maximum LD is reached, the AML may terminate the Contract or may investigate into the matter and request remedial action on behalf of the Transport Service Provider. If no improvement shall be noticed, the Contract may be terminated.</p>
<b>6.2(b)</b>	<p>Contract Price will be paid in Mauritian Rupees (MUR) ONLY</p>



<b>6.4</b>	<p>Payments shall be made according to the following schedule:</p> <p>Payment will be made within thirty (30) days of receipt of Transport Service Provider`s monthly invoice complete with all related documents such as a report, record sheets with all relevant information. Bidders are informed that request for part payment and fortnight payment would not be entertained.</p>
<b>6.5</b>	<p>Payment shall be made within <i>thirty (30)</i> days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4,</p>
<b>6.6.1</b>	<p>Bidders shall be required to provide a Fixed Schedule of Rates for the specified services. These rates shall be subject to indexation (up or downward) based on the Fuel Adjustment Clause.</p> <p>The original proposed rate shall be indexed with changes in the price of fuel based on the fuel price review conducted by the STC through the Automatic Price Mechanism. As a basis, the fuel component in the rate shall account for 40% of the quoted rate and any change in price of diesel/petrol shall be reviewed using this weightage. No other adjustment shall be entertained.</p> <p>Formula for Basis of Pricing when Automatic Pricing Mechanism reviewed</p> $P_n = P_a \times (0.6 + (0.4 \times \frac{C_a}{C_i}))$ <p>P<sub>n</sub> - New Contract Price after rise of fuel cost  P<sub>a</sub> - Actual Contract Price before rise of fuel cost  C<sub>a</sub> - Price of fuel after review by STC/Automatic Pricing Mechanism</p>

## II Special Conditions of Contract

	<p>C<sub>i</sub> – Price of fuel before change in price</p> <p><b>The onus would be on the Contractor to justify use of Diesel or petrol.</b></p> <p><b>The fuel adjustment clause shall apply only for vehicles using petrol or diesel.</b></p>
<b>8.2.4</b>	<p>Any dispute arising out of or in connection with the present Contract shall be amicably settled, by both parties to this Contract.</p> <p>In case the dispute cannot be settled amicably, the dispute shall be resolved through an Arbitrator appointed by the Parties by mutual agreement. Should the parties fail to reach such agreement, the Arbitrator shall be appointed by a judge of the Supreme Court sitting in Chambers. The award of the Arbitrator shall not be the subject matter of an appeal or review before Court.</p>

Section IX - Bid Schedule Checklist

## **Section VIII. Contract Forms**

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## Form of Contract

### LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of AML]* (hereinafter called the “AML”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

*[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Transport Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called “AML”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to AML for all the Service Provider’s obligations under this Contract, namely, *[name of Service Provider]* and *[name of Service Provider]* (hereinafter called the “Service Provider”).]*

### WHEREAS

- (a) the AML has requested the Transport Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the AML that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a Contract price of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
  - (a) the Letter of Acceptance;
  - (b) the Service Provider’s Bid
  - (c) the Special Conditions of Contract;
  - (d) the General Conditions of Contract;
  - (e) the Scope of Service and Performance Specifications;
  - (f) the Priced Activity Schedule; and
2. The mutual rights and obligations of the AML and the Transport Service Provider shall be as set forth in the Contract, in particular:
  - (a) the Transport Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the AML shall make payments to the Transport Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of AML]*

\_\_\_\_\_  
*[Authorized Representative]*

For and on behalf of *[name of Service Provider]*

\_\_\_\_\_  
*[Authorized Representative]*

**[Note:** *If the Transport Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]* For and on behalf of each of the Members of the Service Provider

\_\_\_\_\_  
*[name of member]*

\_\_\_\_\_  
*[Authorized Representative]*

\_\_\_\_\_  
*[name of member]*

\_\_\_\_\_  
*[Authorized Representative]*

**Section IX. Bid Schedule Checklist**

<b>SN</b>	<b>Documents to be submitted</b>	<b>Please tick if submitted</b>
1	Certificate of Incorporation and Business Registration Number.	
2	Copies of Horse Power document, Certificate of Insurance and Public Service Vehicle licences	
3	List of vehicles which would be used (Owned, Hired and/or Subcontracted) to carry out the transportation service and other relevant documents	
4	Agreement(s) with sub-contractor(s) has/have to be submitted with the bid	
5	Supporting document for ONE Transport Services Contract during the last five years	
6	Copy of Financial Statements for the last three financial years.	
7	Signed Bid Submission Form (BSF) – Bidders not submitting duly signed BSF shall be disqualified.	
6	Bid Securing Declaration (BSD) Form	
7	Qualification Information	
8	Price Activity Schedule	

Name of Bidder:.....

Signature of authorized signatory:.....

Date: .....

Company Seal

*Disclaimer: The list defined above is meant to assist the Bidder in submitting the relevant documents and shall not be a ground for the bidder to justify its non-submission of major documents for its quotation to be responsive. The onus remains on the Bidder to ascertain that it has submitted all the documents that have been requested and are needed for its submission to be complete and responsive.*