



19 July 2022

Dear Sir/Madam

Airport Terminal Operations Ltd (ATOL) is inviting you to submit your bid for the services as described in this bidding document.

For future bidding exercises, you are requested to register with the PPO by referring to the manual and video available at <https://eproc.publicprocurement.govmu.org>.

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

We thank you for your kind consideration

Yours faithfully

A handwritten signature in blue ink, appearing to be a stylized representation of the letters 'A' and 'T'.

**For Chairman Tender Committee**

# **AIRPORT TERMINAL OPERATIONS LTD**

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## **OPEN ADVERTISED BIDDING**

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*Provision of Facilities Management Services for  
HVAC, Plumbing and Fire Protection Systems at SSR  
International Airport*

**PROCUREMENT REF: ATOL/OAB/OS/HVAC/VR/SA/22/001 (24 AUG) TC**

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# **Part I – Bidding Procedures**

## Section I. Instructions to Bidders

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## Instructions to Bidders

### A. General

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| <b>1. Scope of Bid</b>   | <p>1.1 The Public Body referred to herein after as the Employer, as defined in the <b>Bidding Data Sheet (BDS)</b>, invites bids for the Services, as described in the <b>BDS</b>. The name and identification number of the Contract is <b>provided in the BDS</b>.</p> <p>1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date <b>provided in the BDS and the SCC Clause 2.3</b>.</p>   |
| <b>2. Public Entities Related to Bidding Documents and to Challenge and Appeal</b> | <p>2.1 The public entities related to these bidding documents are the Public Body, acting as procurement entity(Employer), the Procurement Policy Office, in charge of issuing standard bidding documents and responsible for any amendment these may require, the Central Procurement Board in charge of vetting bidding documents, receiving and evaluating bids in respect of major contracts and the Independent Review Panel, set up under the Public Procurement Act 2006 (hereinafter referred to as the Act).</p> <p>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.</p> <p>2.3 Challenges and applications for review shall be forwarded to the addresses indicated <b>in the BDS</b>;</p> |
| <b>3. Corrupt or Fraudulent Practices</b>  | <p>3.1 The Government of the Republic of Mauritius requires that bidders/suppliers/contractors, participating in procurement in Mauritius, observe the highest standard of ethics during the procurement process and execution of contracts.</p> <p>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) : <a href="http://ppo.govmu.org">ppo.govmu.org</a></p> <p>3.3 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through</p>  |



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

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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.

<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.

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.

#### **4. Eligible Bidders**

4.1 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, Inter-American Development Bank Group and World Bank Group shall be rejected.

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

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;
- (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 the Bidder

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 three years;
- (d) experience in Services of a similar nature and size for each of the last three 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.
- (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 three 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 Sub-Clause 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:

- (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**.

- |   |   |
|---|---|
| <p><b>6. Conflict of Interest</b></p>       | <p>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:</p> <ul style="list-style-type: none"> <li>(a) they have a controlling partner in common; or</li> <li>(b) they receive or have received any direct or indirect subsidy from any of them; or</li> <li>(c) they have the same legal representative for purposes of this bid; or</li> <li>(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</li> <li>(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</li> <li>(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.</li> </ul> |
| <p><b>7. Cost of Bidding</b></p>            | <p>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.</p>  |
| <p><b>8. Site Visit/Pre-bid Meeting</b></p> | <p>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.</p> <p>(b) A pre-bid meeting shall be held if so indicated <b>in the BDS</b> 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</p>   |

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 Securing 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 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; or
  - (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 Bid-Securing 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  
Proposals by  
Bidders**

- 18.1 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered.
- 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  
Signing of Bid**

- 19.1 The Bidder shall prepare one original of the documents 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 Sub-Clauses 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

- |  |   |
|--|---|
| <b>20. Sealing and Marking of Bids</b>         | <p>20.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPIES”.</p> <p>20.2 The inner and outer envelopes shall</p> <ul style="list-style-type: none"> <li>(a) be addressed to the Employer at the address <b>provided in the BDS;</b></li> <li>(b) bear the name and identification number of the Contract as <b>defined in the BDS</b> and Special Conditions of Contract; and</li> <li>(c) provide a warning not to open before the specified time and date for Bid opening as <b>defined in the BDS.</b></li> </ul> <p>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.</p> <p>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.</p> |
| <b>21. Deadline for Submission of Bids</b>     | <p>21.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date <b>specified in the BDS.</b></p> <p>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.</p>  |
| <b>22. Late Bids</b>                           | <p>22.1 Any Bid received by the Employer after the deadline prescribed in ITB Clause 21 will be returned unopened to the Bidder.</p>  |
| <b>23. Modification and Withdrawal of Bids</b> | <p>23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.</p>  |

- 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 of Responsiveness**
- 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 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 Sub-Clause 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 Criteria** 32.1 Subject to ITB Clause 33, the Employer will award the Contract 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 Right to Accept any Bid and to Reject any or all Bids** 33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders.
- 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 (public procurement.gov.mu) 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 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 Guarantee, it shall be issued either at the Bidder's option, by a commercial bank located in the Republic of Mauritius or a foreign bank through a correspondent commercial bank 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

<b>A. General</b>	
<b>ITB 1.1</b>	<p>The Client is Airport Terminal Operations Ltd (ATOL)</p> <p>The name and identification number of the Procurement is Provision of Facilities Management Services for HVAC, Plumbing and Fire Protection Systems at SSR International Airport – Ref: ATOL/OAB/OS/HVAC/VR/SA/22/001 (24 AUG) TC</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 Tel:+(230) 603 6102 Fax: +(230) 637 6272</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 Tel : 201 3921</p>
<b>ITB 5.2</b>	Pre-qualifications have <i>not</i> been carried out.
<b>ITB 5.3(b)</b>	<p>1. Written Power of Attorney or other written authorisation (e.g. Board Resolution) for the signatory of the Bid.</p> <p>2. In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, in the form of a Joint Venture Agreement in accordance with ITB 5.4, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process, and in the event the JV is awarded the Contract, during contract execution.</p>
<b>ITB 5.3(f)</b>	CV of each proposed key and technical personnel shall be provided in the format provided at Section III of this document.
<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.
<b>ITB 5.3(k)</b>	Subcontractors' experience will be taken into account and details of their experience. However, bidders may sub-contract elements/parts of the works or scope of services related to this contract up to 40%. The onus will be on the Prime Contractor to ensure compliance to ATOL requirements
<b>ITB 5.4</b>	<p>The information needed for Bids submitted by joint ventures is as follows:</p> <ol style="list-style-type: none"> <li>I. Written Power of Attorney or other written authorisation( e.g. Board Resolution) for the signatory of the Bid.</li> <li>II. The bid shall be signed so as to be legally binding on all partners. A Board Resolution from each company shall be submitted.</li> <li>III. <b>An official signed commitment/document stating that the Joint Venture Agreement shall after award of contract, be authenticated by a Notary Public or other official deputized to witness sworn statements, and duly registered ; in which are defined precisely the conditions under which the Joint Venture will function, its period of duration, the person authorized to represent and obligate it, the participation of the several firms forming the Joint Venture and any other information necessary to permit a full appraisal of its functioning.</b></li> <li>IV. All partners shall be bound jointly and in solido for the execution of the Contract in accordance with the Contract terms.</li> <li>V. One of the partners shall be nominated as being the lead partner in charge, authorized to incur liabilities, and receive instructions for and on behalf of any/or all of the partners of the Joint Venture.</li> </ol>
<b>ITB 5.5(a)</b>	The minimum required annual volume of Services for the successful Bidder in any of the last five years shall be (Mauritian Rupees Three (3) million (MUR 3,000,000.00)
<b>ITB 5.5(b)</b>	<p>The experience required to be demonstrated by the Bidder should include as a minimum, that he has at least 3 years' experience in Operation and Maintenance of Cooling plants of similar nature and capacity, with open type cooling towers, centrifugal chillers and associated BMS systems; any experience needed with regard to plumbing and fire protection services.</p> <p>Bidder shall have successfully completed at least two similar projects as at closing date.</p> <p>The Bidder shall submit details of the above type of Services together with full details, including past and present projects value and duration, and an</p>

	<p>organizational chart of the firm, together with certificate(s) of satisfactory performance from past/present clients.</p> <p>Bidder shall be a CIDB Registered Contractor in the field of MEP.</p>
<b>ITB 5.5(c)</b>	Bidders to provide a list of equipment that is owned or hired and those proposed for lease or purchase, for proper execution of the services/contract.
<b>ITB 5.5(e)</b>	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be Mauritian Rupees Two (2) million (MUR 2,000,000.00). Evidence to be provided by the bidders.
<b>ITB 8.1(b)</b>	<p>A pre-bid followed by a site visit has been scheduled on Tuesday 02 August 2022 at 10.00hrs</p> <p>The meeting point will be at the Gate 14, Level 1, Passenger Terminal, SSR International Airport.</p> <p>Representatives attending the site visit should bring along their National Identity Card.</p> <p>Those who are interested to attend the site visit are requested to communicate their names and vehicle reference registration numbers, at least two days prior to the site visit to enable processing of access permits at the following email address: (A maximum of two persons per firm will be allowed).</p> <p>Email: tendercommittee@aml.aero</p>
<b>B. Bidding Data</b>	
<b>ITB 9.2 and 19.1</b>	The number of copies of the Bid to be completed and returned shall be Two (2) i.e One (1) Original and One (1) Copy.
<b>C. Preparation of Bids</b>	
<b>ITB 13.1</b>	<p>The additional materials required to be completed and submitted are:</p> <ol style="list-style-type: none"> <li>I. A Method Statement on how the bidder will organize day to day operations.</li> <li>II. A list of key personnel together with their duly signed C.Vs. (duly to be employed on the contract including an organigram of the Bidder's organization for the contract.</li> <li>III. Details of any Services proposed to be sub-contracted together with names and experience of the Sub-Contractors proposed.</li> <li>IV. Any other information the Bidder wishes to submit to demonstrate his capabilities for this type of work and services.</li> <li>V. Details of the Contractors Workshop facilities, a list of equipment installed therein including details of skilled workers and length of experience of each worker.</li> </ol>

<b>ITB 14.1</b>	Bids shall be quoted in <i>Mauritian Rupees only</i> .
<b>ITB 14.4</b>	The Contract <i>is not</i> subject to price adjustment.
<b>ITB 16.1</b>	The period of Bid validity shall be <i>One hundred and twenty (120) days</i> after the deadline for Bid submission specified in the BDS. ATOL reserves the right to request for extension.
<b>ITB 17.1</b>	Bidders shall submit as part of their bid, a Bid Securing amounting to MUR 200,000 against a bank guarantee as per the format provided at Section III (Bidding forms).
<b>ITB 18.1</b>	Alternative bids are not permitted.
<b>ITB 18.2</b>	Alternative times for completion are not permitted.
<b>ITB 18.4</b>	Not Applicable
<b>D. Submission of Bids</b>	
<b>ITB 20.2</b>	<p>Address for the purpose of Bid submission is</p> <p><i>The Chairman Tender Committee Airports of Mauritius Co. Ltd AML Corporate Office SSR International Airport Plaine Magnien</i></p> <p>For identification of the bid the envelopes should indicate:</p> <p><i>Contract: Provision of Facilities Management Services for HVAC, Plumbing and Fire Protection Systems at SSR International Airport</i></p> <p><b>Bid reference :- ATOL/OAB/OS/HVAC/VR/SA/22/001 (24 AUG) TC</b></p>
<b>ITB 21.1</b>	The deadline for submission of bids shall be on Wednesday 24 August 2022 by 13.00hrs at latest.
<b>E. Bid Opening and Evaluation</b>	

<b>ITB 24.1</b>	<p>Bids will be opened on Wednesday 24 August 2022 at 13.30 hrs at the following address:</p> <p style="text-align: center;"><i>AML Corporate Office Airport of Mauritius Co. Ltd SSR International Airport Plaine Magnien</i></p> <p>One Representative per bidder shall be allowed to attend the bid opening exercise. However, bidder should inform the Chairman Tender Committee through e-mail at <a href="mailto:tendercommittee@aml.aero">tendercommittee@aml.aero</a>. At least 2 days before. Note: The person shall have to abide to the Sanitary Protocols.</p>
<b>ITB 30.1</b>	<p><b>Technical Proposal</b></p> <p>Bids shall contain a technical proposal consisting of the following:</p> <ol style="list-style-type: none"> <li>1. an organization structure and a methodology of work plan demonstrating as to how the successful bidder will execute the services mentioned in the Performance Specifications. The document must be concise, clear and well organized.</li> <li>2. Description of a Quality Assurance System in place within the Bidder's organisation.</li> <li>3. Demonstrate capacity to provide adequate resources namely:             <ol style="list-style-type: none"> <li>a. One Registered Engineer in permanent employment within the company for the last three years, having at least 5 years' experience in the administration of maintenance contracts for maintenance activities related to HVAC, Plumbing and fire protection installations.</li> <li>b. One Supervisor with at least 3 years of experience in the installation and maintenance of HVAC, Plumbing and Fire Protection Systems, and shall be a degree holder in Mechanical/Mechatronics or Electrical field from a recognised institution.</li> <li>c. Senior Technicians having at least 5 years' experience in the maintenance of HVAC, Plumbing and fire protection. All Senior Technicians should be computer literate and be willing to undergo training to use the Computer Maintenance and Management System (CMMS) implemented at ATOL. Senior Technicians should be able to troubleshoot the Electrical and Control part of the HVAC, Plumbing and Fire Protection system.</li> <li>d. One Senior Technician Mechanical with a minimum of 5 years' experience having extensive work experience in overhauling pumps, fans, centrifugal machines, compressors.</li> <li>e. Technicians having at least 3 years' experience in the maintenance of HVAC, Plumbing and fire protection.</li> <li>f. General Tradesmen with at least 2 years of experience in his role.</li> </ol> </li> <li>4. List of tools readily available to be submitted as per Appendix VI.</li> <li>5. Detail and quantities of consumables provided as specified in the Scope of Services.</li> </ol>



**Financial Evaluation**

Financial Evaluation of all technically responsive bids will be based on the following marking scheme:

<b>Marking for LOT 1 only</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>TOTAL for 5 years</b>
Marks (Mf)	20	20	20	20	20	100

The bidder having quoted the lowest price will receive full mark, for corresponding years, as per the above table. The second lowest bidder will be prorated accordingly. The bidder having achieved the highest mark (cumulative for five years) will be considered for award.

The formula for calculating marks for each year will be as follows:

$P_0$  = Price of lowest bidder

$P_y$  = price of bidder y

$S_f$  = Financial score for year 1 to 5, where f varies from 1 to 5 as tabulated

$S_f = (P_0/P_y) \times M_f$

Eg. Score for year 1, year 2 etc will be calculated as follows:

$S_1 = (P_0/P_y) \times M_1$ ,  $S_2 = (P_0/P_y) \times M_2 \dots$

**F. Award of Contract****ITB 35.1**

The Performance Security acceptable to ATOL shall be the in the Standard Form of an unconditional Bank Guarantee for an amount of Rs1 million and valid up to at least 30 days after the expiry of the three years' contract.

**ITB 36.1**

No provision for advance payment is made for this Contract.

**ITB 37.1**

The Adjudicator will be agreed with the successful bidder

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## **Section III. Bidding Forms**

### **Table of Forms**

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## 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:

Currency	Amount payable in currency	Inputs for which foreign currency is required
(i)		
(ii)		

- (d) The discounts offered and the methodology for their application are: \_\_\_\_\_;
- (e) Our bid shall be valid for a period of \_\_\_\_\_ *[insert validity period as specified in ITB 16.1.]* 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>5</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 Airport Terminal Operations Ltd's 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 of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "none")		

- (o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and

<sup>5</sup> Use one of the two options as appropriate.

(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 \_\_\_\_\_

## B 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 Total annual volume of Services performed in five years, in the internationally traded currency specified in the BDS: *[insert]*
- 1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last three 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.

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

- 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 5.5(c).

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB Sub-Clause 5.5(e) and GCC Clause 4.1.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

- 1.6 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)			

- 1.7 Financial reports for the last three years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.
- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB Clause 4.
- 1.9 Name, address, and telephone and facsimile numbers of banks that may provide references if contacted by the Employer.
- 1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

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

- 1.11 Statement of compliance with the requirements of ITB Sub-Clause 4.2.
- 1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

- 
- 2. Joint Ventures**
- 2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.
- 2.2 The information in 1.12 above shall be provided for the joint venture.
- 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.
- 2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that
- (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - (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
  - (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 3. Additional Requirements**
- 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.



## Standard Form for CV of key personnel

### Curriculum Vitae (CV) for Proposed Professional Staff

(Provision of Facilities Management Services for HVAC, Plumbing and Fire Protection Systems at SSR International Airport – year 2022)

1. **Proposed Position** : \_\_\_\_\_

2. **Name of Firm** *[Insert name of firm proposing the staff]:* \_\_\_\_\_

3. **Name of Staff** *[Insert full name]:* \_\_\_\_\_

4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

5. **Education** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* \_\_\_\_\_

6. **Membership of Professional Associations:** \_\_\_\_\_

7. **Other Training** *[Indicate significant training since degrees under 5 - Education were obtained]:* \_\_\_\_\_

8. **Countries of Work Experience:** *[List countries where staff has worked in the last ten years]:* \_\_\_\_\_

9. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* \_\_\_\_\_

10. **Employment Record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

<b>11. Detailed Tasks Assigned</b>  <p><i>[List all tasks to be performed under this assignment]</i></p>	<b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b>  <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
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**13. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_  
*[Signature of staff member or authorized representative of the staff]*

Date: \_\_\_\_\_  
*Day/Month/Year*

Full name of authorized representative: \_\_\_\_\_  
 (Operation and Maintenance of Sewerage treatment Plant at Airports of Mauritius – year 2021)

## Bid-Security (Bank Guarantee)

.....*Bank's Name and Address of issuing Branch or Office*

**Beneficiary:** .....*Name and Address of ATOL*.....

**Date:** .....

**BID GUARANTEE No.:** .....

We have been informed that .....*[name of the Bidder]* ..... (hereinafter called "the Bidder") has submitted to you its bid dated .....(hereinafter called "the Bid") for the execution of .....*[name of contract]* ..... under Invitation for Bids Reference No.....

Furthermore, we understand that, according to your conditions, bids must be supported by a bid security.

At the request of the Bidder, we .....*[name of Bank]* ..... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of .....*[amount in figures]* ..... (*.....amount in words.....*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has modified or withdrawn its Bid after the deadline for submission of its bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) has refused to accept a correction of an error appearing on the face of the Bid; or
- (c) having been notified of the acceptance of its Bid by ATOL during the period of bid validity, (i) fails or refuses to sign the contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

This guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) thirty days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before .....*[ATOL to insert date]*.....

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758. (Applicable to overseas bidders only).

## **Part II – Activity Schedule**

Section IV. Activity Schedule

Section V. Scope of Service and Performance Specifications

## Section IV. Priced Activity Schedule

	LOT 1 – PASSENGER TERMINAL							
Days	Time Slot	Personnel	Discipline	Price for Year 1 Excl VAT (MUR)	Price for Year 2 Excl VAT (MUR)	Price for Year 3 Excl VAT (MUR)	Price for Year 4 Excl VAT (MUR)	Price for Year 5 Excl VAT (MUR)
Week Days (Monday to Friday)	Morning Shift 07:30 – 16:30	1 Supervisor	Plumbing & HVAC					
		1 Senior Technician	Mechanical					
		2 Technicians	HVAC					
		4 Tradesmen	Plumbing & HVAC					
24/7 shift Team including week ends and Public Holidays	Proposed Timing Day: 07:30 – 16:30  Night: 16:30 – 07:30	1 Senior Technician	HVAC					
		3 Technicians	Plumbing					
Other Costs to Cover the Scope of Services (as per Section III, clause 4.1)								
SUB TOTAL (Excl. VAT)								
VAT								
TOTAL AMOUNT (Incl. VAT)								

**Schedule of rates for Variation works**

<b>Position</b>	<b>Rate per Man-Hour (MUR) excluding VAT Monday to Friday (07:30 – 16:30)</b>	<b>Rate per Man-Hour (MUR) Excluding VAT 24x7 including week ends and Public Holidays</b>
Senior Technician - Plumbing		
Senior Technician - HVAC		
Technician - Plumbing		
Technician - HVAC		
Supervisor - HVAC & Plumbing		
Tradesman - HVAC & Plumbing		

**ATOL reserves the right to increase or decrease the resources provided under this contract with the agreement of both parties. The rate shall remain the same.**

Signature of Bidder:

.....

Company Seal:

.....

In case of Joint Ventures

(1) Company: .....

Signature: .....

Name: .....

Company Seal: .....

(2) Company: .....

Signature: .....

Name: .....

Company Seal: .....

## Section V. Scope of Service and Performance Specifications

### 1. Overview

#### 1.1 Purpose

The purpose of this Procurement is to appoint a Service Provider responsible for providing key resources for Operating and Maintaining key airport systems as per the recommended schedules of the airport CMMS (Computerised Maintenance Management System) and O&M Manuals. These are broadly described below:

##### *HVAC:*

- a) Operate and maintain 8.2 MW water cooled chilled water production plant consisting of 3 x centrifugal chillers 2.65MW, 1 x Screw Chiller, 4 x open type cooling towers 2.8MW each, associated pumps, controls and piping networks.
- b) Operate and maintain 23 Nos Air Handling Units (AHU) Plant Rooms (23 AHUs) with associated ductworks, pipes, filtration systems to keep a comfortable, clean and viral-free ventilation system inside the building.
- c) Operate and Maintain rain water filtration plants, 5 nos storm water lifting stations, and associated piping and ducting networks.
- d) Operate and maintain some 450 fan coil units (terminal air conditioners) that require regular cleaning and maintenance to prevent bacterial/viral infection of the whole system.
- e) Operate and maintain Roof Tops units and VRF unit for new OPT boarding lounge.
- f) Operate and maintain CRAC units and AC units for cooling IT rooms, BHS systems' cooling, PEDS and Electrical switch gears cooling systems.
- g) Operate and Maintain all Motor Control Centres (MCC) associated to equipment under scope of the successful bidder.
- h) Operate a BMS (Building Management System on a 24/7 basis).

##### *Plumbing and Fire Protection:*

- a) Maintenance of 175 Wash Hand basins, 350 tapware, 130 WC and, and associated waste/sewage, potable, and collected rain water reticulations.
- b) Operate and maintain 1 no potable and 1 no non-domestic water pumping station to feed the terminal with the required amount of water for consumption and other non-domestic use.
- c) Operate and maintain Sprinkler plant, Hydrant pumps, alarm valves, hose reels, hydrants and about 7000 sprinklers.
- d) Operate a Building Management System to optimise energy consumption of the building utilities.



- e) Operate and maintain a smoke management system of 180,000m<sup>3</sup>/hr and associated pressurisation systems.
- f) Operate and maintain water infiltration pumping systems in all underground premises.
- g) Keeping waste and sewage networks functional at all times.

The above network and equipment are located at the Passenger Terminal, SSR International Airport.

The main aim of the contract shall be to provide facilities management services to ensure full and efficient operation of all HVAC, Plumbing and Fire Protection systems. The Service Provider shall have a team capable of carrying out specific operations (Welding, Electro fusion of HDPE pipes, etc.) with respect to maintenance of the HVAC, Fire protection and plumbing systems.

### **1.2 Service Provider's Undertakings**

The Service Provider shall be responsible to execute the Services and provide all necessary resources and means defined in this document while respecting airport operations constraints.

The resources and means described in this document are the minimum requirements. The Service Provider shall provide any additional resources and means required in order to provide the Services.

The Service Provider shall advise and recommend ATOL about any improvements or changes to be carried for the good operation of the Equipment.

The Service Provider shall immediately notify ATOL in writing of any observed and/or predictable incident. These include the systems under the Service Provider's responsibility and all other systems which can interfere with the Service Provider's scope of services.

The Service Provider shall always collaborate with ATOL staff regarding airport operation and other technical constraints.

Prior to each maintenance intervention, the Service Provider shall provide relevant explanations and seek the approval of an HVAC Engineer or other authorised staff from ATOL

## **2. Assets under Service Provider's Responsibility**

Services at the Passenger Terminal, including the following auxiliary premises:

- i) Passenger Terminal building consisting of five levels (including the roof) and a crawl space with an approximate total area of 57000 m<sup>2</sup>.
- ii) Cooling Plant
- iii) Car Rental Booth
- iv) Emergency Power Plant
- v) Car Park
- vi) External Networks

The HVAC, Plumbing and Fire Protection equipment and networks installed at the Passenger Terminal and auxiliary premises can be grouped as follows:

- i) Pumps (chilled water, plumbing, waste, condenser etc.)
- ii) Pipe Networks and accessories
- iii) Irrigation network (internal to building)
- iv) Terminal Equipment (E.g.: Valves, Taps, Sanitary wares, sprinkler heads, Air handling Units, Fan coil Units, etc.)
- v) Water Tanks
- vi) Sensors associated with these services
- vii) Motor Control Centres for HVAC, Plumbing & fire protection equipment
- viii) Split Air conditioning units
- ix) Computer Room Air Conditioning Units
- x) 450 Fan coil Units
- xi) 34 Smoke Extraction Fans
- xii) Exhaust Fans
- xiii) 10 Pressurization Fans
- xiv) All MCCs (Motor Control Centres) for HVAC, Fire and Plumbing Systems
- xv) All toilet blocks
- xvi) All toilet blocks - Sanitary wares, brassware, soap dispensers, WCs, Floor Drains, Flush valves etc.

- xvii) Sprinkler plant Room (4 Pumps)
- xviii) 7 Alarm Gongs and 7,000 sprinklers
- xix) Hydrant Plant Room
- xx) Potable Water Plant Room
- xxi) 23 Nos Air Handlers
- xxii) Rain Water Plant Room and filtration systems
- xxiii) 5 Nos Lifting Stations
- xxiv) 6 CRAC Units
- xxv) Flood Prevention systems
- xxvi) Building Rain water network (Butt welded HDPE Pipes)
- xxvii) Borehole pumping system

The Service Provider shall note that certain services are located in restricted areas of the airport and are thus subject to access permits delivered by the Department of Civil Aviation.

The Service Provider shall adhere to safety and security rules and procedures in force at the airport.

### **3. Particular Specifications**

The Services to be provided by the Service Provider shall consist mainly of the following:

#### **3.1. Technical Assessment, Recommendations & Contract Administration**

To be able to determine the best way to maintain the HVAC, Plumbing and fire protection facilities installed at the Airport, the Service Provider should be able to understand the whole systems. As such, at the start of the contract, the Service Provider shall:

- i) Carry out and hand over to ATOL for approval, studies on all the HVAC, Plumbing & fire protection systems:
  - a. Determine the preventive maintenance schedule for each network in line with Manufacturer's recommendation and Service Provider's experience.
  - b. Determine conditional maintenance for each network.
  - c. Identify potential risks to the system.

- d. Propose solutions and means to increase reliability of systems & lifetime of systems.
  - e. Establish a list of checks, inspections and works to ensure that all systems are compliant with Mauritian standards or BS standards or European standards or American standards
  - f. Establish a checklist of technical parameters that need to be monitored on a regular frequency to ensure that all equipment under the Service Provider's responsibility operate at optimum capacity.
- ii) Submit for approval method statements for studies & major works to be carried out or as may be required by ATOL.
  - iii) Submit technical reports carried out by the Service Provider.
  - iv) Submit half yearly reports including but not limited to financial status, checks performed on site, recommendations for improvement and concerns on systems under the responsibility of the Service Provider. Report content may be modified to include other such items related to the Service Provider's activities to meet ATOL's reporting requirements.

### **3.2. Operation & Quality Assurance**

The Service Provider shall:

- i) Operate from the Building Management System the air conditioning, plumbing and Fire Protection systems.
- ii) Monitor HVAC, plumbing and firefighting equipment under its responsibility from the Building Management System and on site.
- iii) Perform daily monitoring and reporting on status of equipment and networks under its responsibility and as directed by ATOL.
- iv) Inspect sanitary facilities and take corrective actions to ensure full functional facilities on regular frequency or as directed by ATOL.

- v) Monitor equipment to ensure proper operation and take corrective actions as may be necessary to prevent any disruption or to correct any problems arising.
- vi) Use the Computer Maintenance Management System implemented at ATOL for reporting & consulting work reports.
- vii) Perform Monitoring of parameters (E.g.: Temperature, Relative Humidity, Flow rate measurement in duct and at diffuser, CO<sub>2</sub>, monitoring measurement of pressure in ducts, chilled water flow rate measurement, measurement of electrical parameters) to ensure proper operation of Equipment and networks.

### **3.3. Preventive, Corrective and Condition based Maintenance**

The Service Provider shall:

- i) Perform preventive actions as directed by ATOL.
- ii) Perform Corrective maintenance actions to ensure prompt reinstatements of operations.
- iii) Inspect HVAC, Plumbing & Fire Protection technical rooms and report to ATOL any maintenance problems.
- iv) Carry out three time daily inspections of all toilet blocks in the Terminal building, including all preventive and corrective maintenance on all sanitary wares, brassware, soap dispensers, WC, Flush valves, pipes, fittings and allied.
- v) Attend to emergency calls: repair or isolate faulty items as may be necessary to ensure that operation of the Passenger Terminal continues efficiently.
- vi) Assist specialised contractors (e.g.: Chillers and Gas fire protections system among others) relating to HVAC, Plumbing and fire protection in their corrective and preventive actions.
- vii) The Services Provider's administrative Engineer as defined in paragraph 5 below should attend monthly and ad hoc meetings for coordination, management and reporting to ATOL.
- viii) Report any required conditional based maintenance to ATOL and carrying them out as directed by ATOL.

- ix) Carry out cleaning of equipment & network under its responsibility.
- x) Carry out cleaning of basket filters & inspection of grease traps, sumps, lifting station and water tanks.
- xi) Provide recommendation for ATOL's on site spare parts stock.
- xii) Install new equipment (e.g.: Split Air Conditioning Units, taps, extension of networks, etc.)
- xiii) Troubleshoot faulty conditions and carry out any repairs.
- xiv) Improve, repair and install new insulation materials to HVAC system (extruded polystyrene, Closed Cell Nitrile and Glass fibre insulation).
- xv) In order to prevent corrosion, the Service Provider shall provide the necessary treatment to equipment and networks. This should include the painting, cleaning, greasing, etc.
- xvi) Carry out replacement of sensors that are directly related to the equipment under the Service Provider's responsibility.
- xvii) Carry out cleaning of filters based on their conditions (Basket filters, grease Traps, etc.)
- xviii) Perform any other cognate maintenance actions as directed by ATOL to ensure proper operation of the HVAC, plumbing, fire protection system and irrigation system of the Passenger Terminal & attached premises as defined in Section III.
- xix) Check electrical panels (Motor Control Centres for AHUs, Pumps and Fans) and diagnose any faults. Isolate and clean electrical panels and perform preventive maintenance twice yearly. The Successful must deploy a separate expert technical team for such works.

### **3.4. Contracting standards**

- i) The Service Provider shall ensure that all its activities on site are compliant with all Mauritian Laws.

- ii) The Service Provider shall provide to all its staff the necessary personal protective equipment required by the activities carried out on site.
- iii) All staff deployed at the Passenger Terminal shall be required to have a Certificate of Character. Proof of such certificate should be provided to ATOL when required.

### **3.5. Interactions with the Passenger Terminal Building Operations**

The Passenger Terminal will be open 24/7 and 365 days a year with a very heavy traffic during the summer season.

Works at the airport are contingent on passenger and aircraft traffic. As such, some services can be carried out only during specific time slots of the day or night subject to arrangements for access and any other necessary works permits. Permits and time slots granted for works may be revoked at any time due to unexpected operational constraints.

The Service Provider shall carry out its services in accordance with the constraints and restrictions imposed by the Passenger Terminal operations.

Each intervention will be submitted to ATOL for approval.

It may happen that the Service Provider will have to intervene during specific hours in order not to interfere with ATOL's technical staff work and need of the systems.

Before each intervention, the Service Provider will have to make sure that the working area has been notified to ATOL and that ATOL's staff are fully aware of the unavailability of the equipment.

### **3.6. Cleaning of the technical rooms used**

All the technical rooms or other areas where the Service Provider's Staff intervene shall be cleaned and dried by the latter's own staff at the end of the interventions. The packing, waste, used oils and old parts shall be removed and thrown in the appropriate waste containers.

### **3.7. Means provided to the Service Provider**

ATOL shall provide the Service Provider with necessary access for execution of the Services.

An HVAC Technician from ATOL will be dedicated to the Service Provider's staff during their interventions on equipment to manage isolation process on other equipment outside the scope of the Service Provider's equipment.

### **3.8. Spare Parts**

Equipment spare parts shall be provided by ATOL. When required, ATOL shall provide the Service Provider with spare parts for use on site. It will be the Service provider's responsibility to ensure proper and correct use and management of spare parts under its custody.

### **3.9. Exclusions**

The following are excluded from this contract:

Item	Exclusion Details
1	Preventive maintenance on Fire Extinguishers
2	Preventive & Corrective Maintenance on Gas Fire Protection
3	Preventive Maintenance only on Cooling Tower (Equipment Only)
4	Preventive & Corrective Maintenance on Chillers (Equipment Only)

## **4. Service Provider resources**

As part of this contract the Service Provider shall provide two groups of staff as follows:

- i) On Site Team as detailed in the schedule of staff.
- ii) Staff in back office who shall support the onsite team for special operations, e.g. metal arc welding, butt welding or any other operation that the onsite team does not have the professional competence to achieve but which falls under the Service Provider's responsibility as detailed in section III - of this document.

The Service Provider's entire staff shall be fluent in English, the official language of this contract.



The Service Provider shall nominate:

- One Registered Engineer who shall be in charge of the contract management for the administrative and financial aspects and who will be the principal coordinator with ATOL for management of the contract.
- Senior Technicians who shall be in charge of the execution of all the maintenance activities related to this contract.
- Technicians who shall support the Senior Technicians whenever required attend to minor faults.
- General Tradesmen who shall provide support to the technical team, clean equipment and perform any cognate duties as assigned.

The Service Provider's staff shall have at least the following competencies. ATOL reserves the right to request for copies of certificates or proof of competencies claimed.

- i) The Registered Engineer, in permanent employment within the company for the last three years, having at least 7 years' experience in the administration of maintenance contracts for maintenance activities related to HVAC, Plumbing and fire protection installations.
- ii) The Supervisor should have at least 5 years of experience in the installation and maintenance of HVAC, Plumbing and Fire Protection Systems, and shall be a degree holder in Mechanical/Mechatronics or Electrical field.
- iii) All Senior Technicians required in this contract should have at least 7 years' experience in the maintenance of HVAC, Plumbing and fire protection. All Senior Technicians should be computer literate and be willing to undergo training to use the Computer Maintenance and Management System (CMMS) implemented at ATOL. Senior Technicians should be able to troubleshoot the Electrical and Control part of the HVAC, Plumbing and Fire Protection system.
- iv) The Senior Technician Mechanical shall have work experience in pumps, fans, centrifugal machines overhaul and shall have a minimum of 7 years' experience.

- v) All Technicians required in this contract shall have at least 5 years' experience in the maintenance of HVAC, Plumbing and fire protection.
- vi) The General Tradesmen required in this contract shall have at least 2 years of experience in this role.

In case of staff replacement, the Service Provider shall submit the full CV of the proposed staff 15 days prior to on site intervention. Staff replacement shall be on terms and conditions not less favourable than those defined in the prevailing contract,

#### **4.1. Tools, Equipment and consumables**

The Service Provider shall ensure that his staff has the necessary hand held tools at all times to be able to carry out all maintenance activities and upgrading of the HVAC, Plumbing and Fire Protection systems. The tools shall include but not be limited to the following:

- i) All regular tools e.g. spanner, hammer, pipe cutters, watering hose, ladders etc.
- ii) Electrofusion welding machine
- iii) Small diesel generator
- iv) Grease Injectors and guns (Grease Nipples included)
- v) Shielded metal arch welding
- vi) Butt Welding machine
- vii) Threading tools
- viii) Flaring tools for copper pipe.
- ix) Drilling machines – industrial type
- x) Bearing remover, hydraulic Pulley remover
- xi) Grinders
- xii) System Performance Monitoring equipment (Flow Rate meter for air & water, Pitot tube, ultrasonic flow meter)
- xiii) Clamp meter and megger tester
- xiv) Anemometer
- xv) Gas gauges
- xvi) Threading machine (Electrical)
- xvii) Grooving machine for BMS/Galva pipes (Electrical)
- xviii) Infra-Red analyser
- xix) Oxy Acetylene Set

- xx) Porta Pack welding
- xxi) Small Genset and Compressor
- xxii) Scaffolding if needed
- xxiii) Portable pumps
- xxiv) Portable, industrial type vacuum cleaners
- xxv) Step ladders
- xxvi) High / Low pressure cleaners
- xxvii) Refrigerant gas leak detector
- xxviii) Hand Pump for pressure test

The Service Provider shall ensure that their staff has the necessary consumables to carry out their maintenance activities. Consumables shall include but not be limited to the following:

- i) Lubricant, penetrating oil and water displacing sprays, grease
- ii) Seal Tape
- iii) Sealants
- iv) Glue for pipe repair and insulation repair
- v) Cloth, soap, detergent for cleaning of tools
- vi) Al tape
- vii) Insulation tape
- viii) Silicone
- ix) Paint
- x) Penetrating fluid
- xi) Silicone spray

Consumables do not include the following:

- i) Filters for Air handling units, fan coil units & split units.
- ii)
- iii) Insulation sheets
- iv) Fan Belts
- v) Bulbs
- vi) Contactors, relays, etc.
- vii) Bearings

#### 4.2. Schedule of staff

The Service Provider shall ensure continuous provision of the services and presence of adequate number of staff at all times. This shall include provision for replacement of staff in case of planned and unplanned staff leaves.

The Service Provider shall ensure that the following staff be present on site as per the tentative schedule below on 365 days a year to provide services as listed in Section III - of this document.

#### LOT 1 – Passenger Terminals and Networks under ATOL scope

Days	Time Slot	Personnel	Discipline
Week Days (Monday to Friday)	Day Duty staff 07:30 – 16:30	1 Senior Technician Mechanical 2 Technician 4 Multiskilled Tradesman 1 Supervisor	Plumbing & HVAC HVAC Plumbing & HVAC Plumbing & HVAC
24/7 shift team including week end and Public Holidays	Proposed Timing 16:30 – 07:30 – 16:30	1 Senior Technician required (to integrate to ATOL roster with 3 internal AML STs already in service)  3 Technicians (to form a 1 man 24/7 team)	HVAC  Plumbing

#### LOT 2 – AML networks and premises (OPTIONAL)

Days	Time Slot	Personnel	Discipline
Week Days (Monday to Friday)	Day Duty staff 07:30 – 16:30	One Plumbing Technician	Plumbing and Fire Protection Services

## NOTES

- a) For Cyclones Warning Class 3 and up to 4 hours after removal of the cyclone warning, one Senior Technician HVAC and one Senior Technician Plumbing will be required on duty. The Bidder is required to make such allowance in its financial proposal.
- b) The Supervisor shall be required to attend duty on Saturday from 0800 to 1300. The cost shall form part of the Bidder's fees.
- c) The Service Provider shall provide transport to its staff to and from site at no additional cost to ATOL.
- d) The Service Provider shall take all precautions and make arrangements to employ the adequate number of staff required, shall abide to the Mauritian Labour laws (working hours, etc.) and shall comply with any other such laws regulating the provision of such services.
- e) For Lot 2, the Plumber shall be deployed to AML team and his daily duties shall be directed by an AML Civil Engineer.

### **4.3. Back office Staff**

In case onsite staff cannot perform a specific task relating to the scope of service detailed in Section III of this document, the Service Provider shall send another personnel from its back office to attend to the task within half a day or as agreed with ATOL. The cost of such services will not be treated as variation.

### **4.4. Evaluation of Onsite Staff**

Each new staff shall be subject to an assessment period of 3 months after which ATOL may request the Service Provider to replace the latter if his services are not to the satisfaction of ATOL. ' notification At any time during the duration of the contract, ATOL shall have the right to request replacement of any staff and the Service Provider shall comply and propose a new staff with the same level of experience and competence within 15 calendar days of notice.

Frequent changes of staff by the Service Provider may lead to Termination of Contract.

### **4.5. General Requirements for Onsite Staff**

The Service Provider's staff will be expected to:

- be fluent in at least English;
- be dressed in appropriate and smart uniforms approved by ATOL;
- display a very high level of ethics and integrity;
- display a high level of professionalism and ensure that quality services are provided to passengers and users at all times.
- adhere to Airport Safety and Security procedures;
- adhere to ATOL corporate and ICT Usage and Security Policies and Procedures;

The Service Provider shall be responsible of the proper behaviour of its staff, including but not limited to:

- Respect of all regulations, public ethics and procedures in the Terminal and related facilities;
- No interaction with passengers; canvassing
- Make sure that the staff wears the uniform properly without any subtraction or addition. Uniform shall be kept clean. The dressing code shall be unified, in colours identified with the name of the company.
- Behaviour during the working hours (no sleeping, no smoking, etc.);
- Prevent its employees from eating in front of the passengers at any time, prevent any of them from practicing any sort of work beyond the scope and assigned tasks;

ATOL shall pay special attention to these behaviours, and any breach by any staff shall be considered as a default to the contract terms and subject to penalties.

## **5. Organization**

The Service Provider shall provide all the necessary means to ensure optimal results.

### **5.1. Communication**

The Service provider shall provide to ATOL Technical Manager, the phone number for the duty technical support staff (24/7 availability) and the phone numbers of the person in charge of the administrative issues.

The phone numbers shall be reachable on 24/7 basis and 365 days a year.

### **5.2. Access**

The Service Provider's staff will require an access permit to work on site. The request shall be submitted to ATOL at least 7 days before the staff's deployment on site. The Service Provider shall bear all costs of access permits required by the DCA and any further renewals required after expiry of permit. All staff shall have a clean "Certificate of Character" not older than 6 months issued by the Director of Public Prosecutions.

A set of keys and badges to access the equipment installed will be provided by ATOL at the beginning of the contract.

In case of loss of the key, badge or any other equipment provided to the Service Provider to perform its obligation by ATOL, the Service Provider shall have to pay three (3) times the cost to replace the missing device and, if necessary, the cost of any modifications to existing facilities required due to the loss, e.g. replacement of all the locks concerned by the loss.

The Service Providers' staff shall be provided with an electronic access permit card (ASIC) to access the Passenger Terminal Building. In case of abuse of ASIC permit, ATOL reserves the right to suspend the staff's permit with immediate effect. The staff concerned will have no right of access to the Passenger Terminal Building and the Service Provider shall be immediately informed.

### **5.3. Site Safety**

The operational environment at SSR International Airport as well as the licensing requirement necessitates that the Service Provider strictly comply with safety and security instructions. In this context, given that the Service Provider will be working within a restricted site, a full briefing of its staff will be conducted in Health & Safety and Security by ATOL.

The Service Provider shall be responsible for the safety of all activities on the Site and shall thus submit a copy of its safety procedures and policy to ATOL prior to start of services. All workplace shall be properly secured, with appropriate signage before start of the services.

All Personal Protection Equipment (PPE) for works in height if any as well as protection against legionella should be provided by the Service Provider or as applicable under the Mauritian Legislation.

The Service Provider shall be responsible to provide Health and Safety Training to all its staff assigned to the Passenger Terminal, as per the requirements of OSHA 2005.

The Service Provider shall be held liable for any fault of its employees in direct connection with discharging its obligations under this contract and resulting in:

- loss of or damage to ATOL property;
- personal injury or death of the Service Provider's employee(s);
- personal injury or death of any third party

## **6. Contract Management**

### **6.1. Initiative**

The Service Provider shall notify ATOL in writing of every problem or difficulty it can meet during the Services even if the system involved is not under the Service Provider's scope of works.

In case of emergency, the Service Provider shall take all the initiatives to resolve the problem or difficulty and keep ATOL informed about the actions taken.

### **6.2. Staff Management**

The onsite staff will incorporate ATOL's HVAC/Plumbing department and work under the direction of the HVAC/Plumbing Team Leader.

### **6.3. Reporting**

The Senior Technicians shall use the Computer Maintenance and Management System (CMMS) implemented at ATOL premises for reporting purpose. They shall have to process and close all Work Orders on the CMMS software/workstation. The Senior Technicians should be computer literate in order to process Work orders and operate the BMS Workstations. ATOL shall provide training to the Senior Technicians on the BMS and CMMS.

### **6.4. Handing over**

The Service Provider shall hand over all documents and works to a new Service Provider within the last 2 months of the contract to ensure correct operation of the Equipment after its



contract term is over. The Service Provider shall work together with the new Service Provider's staff during this period if needed.

### **6.5. Variation**

6.5.1 ATOL shall reserve the right to issue instructions falling out of scope to the Service Provider. Such instructions shall be treated as a Variation to the contract, payable as per the schedule of rates of this same contract.

6.5.2 ATOL reserves the right to increase or decrease the resources provided under this contract with the agreement of both parties. The rate shall remain the same.

**APPENDIX 'I'**  
**ELIGIBILITY COMPLIANCE FORM**

<b>Eligibility Criteria</b> <b>(Please refer to ITB 30.1</b> <b>on page 28)</b>	<b>Compliance</b> <b>(Yes or No)</b>	<b>Evidence Submitted</b> <b>(Yes or No)</b> <b>Annex all details</b>
Item 1		Attach a Valid CIDB certificate showing the required Grade
Item 2		
Item 3		

## APPENDIX ‘II’ FORMAT OF FIRM’S PROFILE

Contract	Client	Scope of Services	Contract Dates and Duration	Yearly Value
Contract 1	Client 1	E.g. HVAC – Chiller Management System <ul style="list-style-type: none"> <li>• BMS System Operation</li> <li>• Plumbing Works</li> <li>• Chiller Maintenance</li> </ul> No of staff Deployed:	E.g. Mar 2018 – Mar 2021	MUR xx xxx
Contract 2	Client 2	Plumbing Systems Maintenance <ul style="list-style-type: none"> <li>• Cold Water Network comprising of UPVC pipes, buried networks</li> <li>• Fire Systems – Smoke Management, Sprinkler, Hydrants</li> </ul> No of staff Deployed:		
Contract 3	Client 2	Specific Experience in: <ul style="list-style-type: none"> <li>• Cooling Towers Operation</li> <li>• Centrifugal Chiller Operations</li> <li>• BMS</li> <li>• CMMS</li> </ul> 24/7 Services:-		

### APPENDIX 'III'

#### LIST OF SIMILAR PROJECTS FORMAT

LIST OF SIMILAR PROJECTS				
Contract	Client	Scope of Services	Contract Dates	Yearly Value
Contract 1	Client 1			MUR xx xxx
Contract 2	Client 2			
<b>PARTICULAR EXPERIENCE:</b>  Operation and Maintenance of Centrifugal Chillers: .....  Operation and Maintenance of Open Type Cooling Towers: .....  Operation of BMS Systems: .....				

**APPENDIX ‘IV’****LIST OF KEY PERSONNEL**

<b>Item</b>	<b>Position</b>	<b>Name</b>	<b>Years of Experience in General</b>	<b>Years of Experience in Proposed Position</b>
1	E.g. Supervisor	Eg. xxx	10	5
2	E.g. Senior Plumber 1			
3	E.g. Senior Plumber 2			

*Note: The number of staff proposed, especially for 24x7 positions, should also be indicated*

## **APPENDIX ‘V’ FORMAT OF STAFF’S CV**

NAME:

ADDRESS:

DOB:

AGE:

GENDER:

STATUS:

NID:

TELEPHONE/MOBILE NUMBER:

---

### **EDUCATION AND QUALIFICATION**

**COURSE TITLE**

**YEAR**

**INSTITUTION**

1.

2.

---

### **PROFESSIONAL EXPERIENCE**

**FIRM**

**YEAR**

**TITLE**

**JOB DESCRIPTION**

1. (Most recent)      Aug 10 – Aug 12

2.

---

### **COMPUTER KNOWLEDGE**

1. e.g. MS Outlook, Word, Excel

---

### **DECLARATION**

I ....., hereby declares that the above information are true and accurate.

Name:

Signature.....

Seal of Company:

**APPENDIX ‘VI’**  
**LIST OF TOOLS**

Tools (Section III Clause 5.1 – Items i to xxvi)	Owner of Tool	Age of tool

Signature of Bidder: .....

Seal of Company:

# Part III – Contract

## Section VI. General Conditions of Contract

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## Section VI. General Conditions of Contract

### A. General Provisions

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) The Adjudicator is the person appointed jointly by ATOL and the Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- (b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (c) “Completion Date” means the date of completion of the Services by the Service Provider as certified by ATOL
- (d) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6.2;
- (f) “Day works” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- (g) “ATOL” means the party who employs the Service Provider
- (h) “Foreign Currency” means any currency other than the currency of the country of ATOL;
- (i) “GCC” means these General Conditions of Contract;
- (j) “Government” means the Government of the Republic of Mauritius;
- (k) “Local Currency” means Mauritian Rupees;
- (l) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SCC to act on their behalf in exercising all the Service Provider’ rights and obligations towards ATOL under this Contract;

- (m) “Party” means ATOL or the Service Provider, as the case may be, and “Parties” means both of them;
- (n) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (o) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by ATOL;
- (p) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to ATOL
- (q) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (r) “Specifications” means the specifications of the service included in the bidding document submitted by the Service Provider to ATOL
- (s) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
- (t) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

**1.2 Applicable Law** The Contract shall be interpreted in accordance with the laws of Mauritius.

**1.3 Language** This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or facsimile to such Party at the address **specified in the SCC**.

**1.5 Location** The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in Republic of Mauritius or elsewhere, as ATOL may approve.

**1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by ATOL or

the Service Provider may be taken or executed by the officials **specified in the SCC.**

**1.7 Inspection and Audit by the Airports of Mauritius Co Ltd** The Service Provider shall permit ATOL to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by ATOL, if so required by the Latter.

**1.8 Taxes and Duties** The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## **2. Commencement, Completion, Modification, and Termination of Contract**

**2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.**

### **2.2 Commencement of Services**

**2.2.1 Program** Before commencement of the Services, the Service Provider shall submit to ATOL for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

**2.2.2 Starting Date** The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.**

**2.3 Intended Completion Date** Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC.** If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.10. In this case, the Completion Date will be the date of completion of all activities.

**2.4 Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

### **2.5 Force Majeure**

**2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract

impossible or so impractical as to be considered impossible under the circumstances.

**2.5.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**2.5.3 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**2.6 Termination**

**2.6.1 By ATOL**

ATOL may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as ATOL may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of ATOL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (i) “corrupt practice”<sup>6</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>7</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>8</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>9</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
  - (aa) 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.

(e) In case the liquidated damage reaches the maximum as per sub-clause 3.10.1.

(f) Notwithstanding the above ATOL may terminate the contract for its convenience after giving a prior notice of 30 days.

**2.6.2 By the Service Provider** The Service Provider may terminate this Contract, by not less than thirty (30) days’ written notice to ATOL, such notice to be given after

<sup>6</sup> For the purpose of this Contract, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>7</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.

<sup>8</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.

the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if ATOL fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

**2.6.3 Payment upon Termination** Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, ATOL shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

### 3. Obligations of the Service Provider

#### 3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to ATOL, and shall at all times support and safeguard ATOL's legitimate interests in any dealings with Subcontractors or third parties.

#### 3.2 Conflict of Interests

##### 3.2.1 Service Provider Not to Benefit

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or

<sup>9</sup> For the purpose of this Contract, "party" refers to a participant in the procurement process or contract execution.

**from  
Commis  
sions  
and  
Discount  
s.** similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

**3.2.2 Service  
Provider  
and  
Affiliates  
Not to be  
Otherwise  
Interested  
in Project** The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

**3.2.3 Prohibition  
of  
Conflicting  
Activities** Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Republic of Mauritius which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

**3.2.4 Integrity  
Clause** The service provider shall take to ensure that no person acting for it or on its behalf will engage in any type of fraud and corruption during the contract execution.

Transgression of the above is a serious offence and appropriate actions will be taken against such service provider.

### **3.3 Confidentiality**

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or ATOL's business or operations without the prior written consent of ATOL. Over and above, no such information that the Service Provider and /or its employees have taken cognizance or been made aware of during the execution of the contract; should be transferred or shared or revealed to any third party without the



consent of the Airports of Mauritius. Transgression of the above is a serious offence and appropriate actions will be taken against such service provider.

### **3.4 Assignment**

The Service Provider shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of ATOL.

### **3.5 Indemnification**

The Service Provider shall indemnify, hold and save harmless, and defend, at its own expense, ATOL, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Service Provider, or the Service Provider's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of ATOL's liability and Workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this clause do not lapse upon termination of this Contract.

### **3.6 Insurance to be Taken Out by the Service Provider**

- (a) The Service Provider shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- (b) The Service Provider shall provide and thereafter maintain all appropriate ATOL's Liability and Workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- (c) The Service Provider shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, or other equipment owned or leased by the Service Provider or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- (d) Except for ATOL's Liability and Workmen's compensation insurance, the insurance policies under this clause shall:
  - (i) Name ATOL as additional insured;

(ii) Include a waiver of subrogation of the Service Provider's rights to the insurance carrier against ATOL;

(iii) Provide that ATOL shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

**3.7 Service  
Provider's  
Actions  
Requiring  
ATOL's Prior  
Approval**

The Service Provider shall obtain ATOL's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- (c) changing the Program of activities; and
- (d) any other action that may be **specified in the SCC**.

**3.8 Reporting  
Obligations**

The Service Provider shall submit to ATOL the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

**3.9 Documents  
Prepared by the  
Service Provider  
to Be the  
Property of  
ATOL**

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.8 shall become and remain the property of ATOL, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to ATOL, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

**3.10 Liquidated  
Damages**

**3.10.1 Payments of  
Liquidated Damages**

The Service Provider shall pay liquidated damages to ATOL at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. ATOL may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

**3.10.2 Correction for  
Over-payment**

If the Intended Completion Date is extended after liquidated damages have been paid, ATOL shall correct any overpayment of

liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

**3.10.3 Lack of performance penalty** If the Service Provider has not corrected a Defect within the time specified in the ATOL's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC.**

**3.11 Performance Security** The Service Provider shall provide the Performance Security to ATOL no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank acceptable to ATOL, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract.

#### **4. Service Provider's Personnel**

**4.1 Description of Personnel** The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by ATOL.

**4.2 Removal and/or Replacement of Personnel** (a) Except as ATOL may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

(b) If ATOL finds that any of the Personnel have:

(i) committed serious misconduct or have been charged with having committed a criminal action, or

(ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel,

then the Service Provider shall, at ATOL's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the ATOL.

- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## 5. Obligations of ATOL

- 5.1 Assistance and Exemptions** ATOL shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**
- 5.2 Change in the Applicable Law** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** ATOL shall make available to the Service Provider the Services and Facilities listed under Appendix F.

## 6. Payments to the Service Provider

- 6.1 Lump-Sum Remuneration** The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
- 6.2 Contract Price** (a) The price payable in local currency is **set forth in the SCC.**  
(b) The price payable in foreign currency is **set forth in the SCC.**
- 6.3 Payment for Additional Services, and Performance Incentive Compensation** 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** 6.4 Payments will be made to the Service Provider according to the payment schedule **stated in the SCC. Unless otherwise stated in the SCC,** the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee from a bank operating in

Mauritius for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to ATOL specifying the amount due.

**6.5 Interest on 6.5** If ATOL has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.  
**Delayed Payments**

**6.6 Price Adjustment** 6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \frac{L_{mc}}{L_{oc}} + C_c \frac{I_{mc}}{I_{oc}}$$

Where:

$P_c$  is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.

$A_c$ ,  $B_c$  and  $C_c$  are coefficients specified in the SCC, representing:  $A_c$  the nonadjustable portion;  $B_c$  the adjustable portion relative to labor costs and  $C_c$  the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and

$L_{mc}$  is the index prevailing at the first day of the month of the corresponding invoice date and  $L_{oc}$  is the index prevailing 28 days before Bid opening for labor; both in the specific currency “c”.

$I_{mc}$  is the index prevailing at the first day of the month of the corresponding invoice date and  $I_{oc}$  is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency “c”.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor  $Z_o/Z_n$  will be applied to the respective component factor of  $p_n$  for the formula of the relevant currency.  $Z_o$  is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and  $Z_n$  is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

## **6.7 Dayworks**

6.7.1 If applicable, the Daywork rates in the Service Provider's Bid shall be used for small additional amounts of Services only when ATOL has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by ATOL. Each completed form shall be verified and signed by ATOL representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

## **6.8 Labour Clause**

6.8.1(a) The remuneration and other conditions of work of the employees of the Service Provider shall not be less favourable than those established for work of the same character in the trade concerned-

- (i) by collective agreement applying to a substantial proportion of the employees and ATOL's in the trade concerned;
- (ii) by arbitration awards; or
- (iii) by Remuneration Orders.

(b) Where remuneration and conditions of work are not regulated in a manner referred to at (a) above, the rates of the remuneration and other conditions of work shall be not less favourable than the general level observed in the trade in which the contractor is engaged by ATOL's whose general circumstances are similar.

6.8.2 No Service Provider shall be entitled to any payment in respect of work performed in the execution of the contract unless he has, together with his claim for payment filed a certificate:

- (a) showing the rates of remuneration and hours of work of the various categories of employees employed in the execution of the contracts;
- (b) stating whether any remuneration payable in respect of work done is due;
- (c) containing such other information as the Chief Executive Officer of the Airports of Mauritius Co Ltd administering the contract may require to satisfy himself

that the provisions under this clause have been complied with.

- 6.8.3 Where the Chief Executive Officer of the Airports of Mauritius Co Ltd administering the contract is satisfied that remuneration is still due to an employee employed under this contract at the time the claim for payment is filed under subsection 1, he may, unless the remuneration is sooner paid by the Service Provider, arrange for the payment of the remuneration out of the money payable under this contract.
- 6.8.4 Every Service Provider shall display a copy of this clause of the contract at the place at which the work required by the contract is performed.

## 7. Quality Control

### 7.1 Identifying Defects

The principle and modalities of Inspection of the Services by ATOL shall be as **indicated in the SCC**. ATOL shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. ATOL may instruct the Service Provider to search for a Defect and to uncover and test any service that ATOL considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

### 7.2 Correction of Defects, and lack of Performance Penalty

- (a) ATOL shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice of a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by ATOL's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in ATOL's notice, ATOL will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.10.3

## 8. Settlement of Disputes

### 8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

## 8.2 Dispute Settlement

- 8.2.1 If any dispute arises between ATOL and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.
- 8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between ATOL and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.
- 8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place **shown in the SCC**.
- 8.2.5 Should the Adjudicator resign or die, or should ATOL and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by ATOL and the Service Provider. In case of disagreement between ATOL and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.



## Section VII. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<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 Provision of Facilities Management Services for HVAC, Plumbing and Fire Protection Systems at SSR International Airport
<b>1.1(g)</b>	ATOL is Airport Terminal Operations Ltd
<b>1.1(l)</b>	The Member in Charge is [name of Member Leader of the Joint Venture].]
<b>1.1(o)</b>	The Service Provider is [ insert name]
<b>1.4</b>	<p>The addresses are:</p> <p>Employer:     Airport Terminal Operations Ltd  SSR International Airport  Plaine Magnien</p> <p>Attention:     The Chairman Tender Committee</p> <p>E-mail: tendercommittee@aml.aero</p> <p>Service Provider:_____</p> <p>Attention:     _____</p> <p>Facsimile:     _____</p>
<b>1.6</b>	<p>The Authorized Representatives are:</p> <p>For ATOL:             _____</p> <p>For the Service Provider:_____</p>
<b>2.1</b>	The date on which this Contract shall come into effect is upon issue of Letter of Acceptance.

<b>2.2.2</b>	The Intended Starting Date for the commencement of Services is twenty-one (21) days after issue of Letter of Acceptance.
<b>2.3</b>	The Contract duration shall be for a period of THREE years and may be renewed on a yearly basis for TWO additional years subject to satisfactory performance and agreement of both parties.
<b>3.2.3</b>	Activities prohibited after termination of this Contract are: Not Applicable
<b>3.3</b>	Following award, the Service Provider shall sign a <b>NON-DISCLOSURE AGREEMENT (NDA)</b> prior to start of this contract.
<b>3.6</b>	<p>The Service Provider shall provide, in the joint names of ATOL and the Contractor, an insurance cover of an amount not less than <b>MUR 50,000,000</b> from the Start Date to the end of the Period of Supply, for the following events which are due to the Contractor's risks:</p> <ul style="list-style-type: none"> <li>a. loss of or damage to ATOL property and equipment;</li> <li>b. personal injury or death of the Contractor's employee(s);</li> <li>c. liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor.</li> </ul> <p>Policies and certificates for insurance shall be delivered by the Contractor for ATOL's approval within 21 days after issue of letter of Acceptance. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.</p>
<b>3.9</b>	<p>Restrictions on the use of documents prepared by the Service Provider are:</p> <p>Use solely for records of the Service Provider and shall not be submitted to any other party.</p>
<b>3.10.1</b>	<p>Penalties shall be automatically deducted from the invoices by ATOL as follows:</p> <ul style="list-style-type: none"> <li>a. <u>Absence of Personnel on site</u>  <p>If case of absence of the Successful bidder's personnel on site, the amount to be deducted on monthly payment will be calculated as twice the day rate of the absentee. In addition, no payment will be done for personnel without a valid ASIC card, or personnel on recurrent temporary permits.</p> </li> <li>b. <u>Failure to report equipment breakdown or possible equipment breakdown</u></li> </ul>

	<p>In case the Service Provider fails to report any failure of HVAC, plumbing and fire protection equipment or any equipment that is near failure, a penalty of <b>MUR 10,000</b> per incident will be applied.</p> <p>c. <u>Cleaning</u></p> <p>As mentioned in the Scope of Services, the Service Provider will have to keep the technical rooms under his responsibility clean.</p> <p>In case of non-conformance, ATOL will hire the services of a professional cleaning contractor and twice the costs of the hired services will be charged to the successful bidder.</p> <p>In addition, any misconduct or non-conformities will be reported to the Successful bidder in writing. The Service Provider will be given opportunities to improve performance. However, if no progress is noted, ATOL may have recourse to the contract Termination under performance obligation clause.</p>
<b>3.10.3</b>	The percentage of the cost of having a Defect corrected is to be used for the calculation of Lack of performance Penalty/(ies) is 10%.
<b>5.1</b>	Not applicable - Deleted
<b>6.2(a)</b>	The amount shall be in Mauritian rupees( MUR).
<b>6.2(b)</b>	Not Applicable - Deleted
<b>6.4</b>	<p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"> <li>• Advance payment for mobilization materials and supplies is not acceptable.</li> <li>• Progress payments will be made within thirty (30) days of receipt of service provider's monthly performance report and invoice, and subject to the approval of ATOL Manager HVAC that the services have been rendered satisfactorily.</li> </ul>
<b>6.6.1</b>	Price adjustment shall not be accepted and shall be firm and fix. The prices quoted shall include all costs and any expense not mentioned herein but which needs to be incurred to fulfill the contractual obligations, shall be deemed to be included.
<b>7.1</b>	<p>The principle and modalities of inspection of the Services by ATOL are as follows:</p> <p>Liaison with the service provider on a day to day basis</p> <p>ATOL shall have unlimited access to all records, data and all facilities and may at any time request for any information, recommend any daily works for Operation and Maintenance.</p>

<b>8.2.3</b>	The Adjudicator shall be appointed in joint consultation and as agreed by both parties.
<b>8.2.4</b>	<p>The arbitration procedures shall be in accordance with the Laws of Mauritius:</p> <p>Following notice of intention to commence arbitration issued by either party, an Arbitrator shall be appointed by both parties to the dispute, or in any case of disagreement, by an Arbitrator to be appointed by a judge in Chambers of Mauritius. The Arbitrator fees will be borne by the losing party. Any decision of the Arbitrator shall be final and binding to both parties.</p>
<b>8.2.5</b>	The designated Appointing Authority for a new Arbitrator to be agreed by both parties.

**Section VIII. Contract Forms**

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## Performance Security

.....*Bank's Name and Address of Issuing Branch or Office*.....

**Beneficiary:** .....*Name and Address of Airports of Mauritius Co Ltd*.....

**Date...**

**PERFORMANCE GUARANTEE No.:**.....

We have been informed that .....*name of the Contractor*.....  
(hereinafter called "the Contractor") has entered into Contract No.....*reference number of the Contract*..... dated..... with you, for the execution of ..... *name of Contract and brief description of services* .....(hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

At the request of the Contractor, we ..... *name of Bank* .....hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ..... *amount in figures (amount in words)*..... such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire not later than twenty-eight days from the date of issuance of the Certificate of Completion/Acceptance Certificate, calculated based on a copy of such Certificate which shall be provided to us, or on the.....day of ..... , ..... , whichever occurs first. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758. (Applicable to overseas contractor only).

.....***Seal of bank and***

***Signature(s)***.....

## Letter of Acceptance

[date]

To: [name and address of the Service provider]

This is to notify you that your Bid dated [date] for execution of the [name of the Contract and identification number, as given in the Special Conditions of Contract] for the Contract Price of the equivalent of [amount in numbers and words] [name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

**Note:** Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was accepted by ATOL. And the third option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by ATOL.

We confirm that [insert name proposed by ATOL in the Bidding Data],

**or**

We accept that [name proposed by bidder] be appointed as the Adjudicator

**or**

We do not accept that [name proposed by bidder] be appointed as Adjudicator, and by sending a copy of this letter of acceptance to [insert the name of the Appointing Authority], we are hereby requesting [name], the Appointing Authority, to appoint the Adjudicator in accordance with Clause 37.1 of the Instructions to Bidders

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract duly signed

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Attachment: Contract

## 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 ATOL]* (hereinafter called the “ATOL”) 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 Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “ATOL”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to ATOL 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) ATOL has requested the 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 ATOL 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.

2. The mutual rights and obligations of ATOL and the Service Provider shall be as set forth in the Contract, in particular:

- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and



- (b) ATOL shall make payments to the 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 ATOL]*

---

*[Authorized Representative]*

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

---

*[Authorized Representative]*

**[Note:** *If the 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]*