



REQUEST FOR PROPOSAL (RFP)

Provision of Staff Transportation Services

Ref PROC/558/17/SKB

20th December 2017

1. Introduction

Airmate Ltd is hereby inviting bids from duly registered service providers with proven track record and experience for the provision of transportation services for employees of Airmate Ltd, employees of its parent company, its subsidiary companies and any other designated persons as requested by the company.

This Request For Proposal (RFP) document details the specifications and requirements for the transport services requested.

About Airmate Ltd

Airmate Ltd is involved in Call Centre / BPO related activities. Airmate Ltd registered address is 19th Floor, Air Mauritius Centre but has its operational offices located in Ebene.

2. RFP Objectives

This Request for Proposal (RFP) exercise aims at selecting a service provider with **at least three years proven track record and experience** in meeting the specific needs with regards to the provision of a safe, punctual, efficient, reliable and quality transport service to employees of Airmate Ltd, employees of its parent company, its subsidiary companies and any other designated persons as requested by the company as per our requirements and exigencies.

It is part of a **competitive procurement process** which helps Airmate select the best provider of services both in financial and qualitative terms. At the same time, it provides service providers with a fair opportunity for their services to be considered. With this structured tender process in place, Airmate aims at obtaining the best value from service providers.

For ease of reference, each potential service provider of the specified services receiving this RFP is referred to as a "service provider" and the service provider selected to provide the services to Airmate is referred to as the "selected service provider".

3. Scope of Services

It is the intent of Airmate Ltd to enter into an agreement with the selected service provider effective 1st February 2017 for the provision of transport services to employees of Airmate Ltd, employees of its parent company, its subsidiary companies as well as any other designated persons as requested by the company. The transportation service shall be on a door-to-door and 24 hour basis over seven days a week. The contract shall be for an initial period of one year and may be renewed for two additional years subject to satisfactory performance.

A brief on the required transportation services and the routings are described in Tables 1 and 2 of **Attachment 1** with the indicative weekly number of trips. The weekly number of trips mentioned in Attachment 1 represents the company's best estimates and are subject to variations according to Airmate's business needs. There is no guarantee that the stipulated number of weekly trips will necessarily be performed and the selected service provider shall apply the same price in the event of any change in the number of trips.

Airmate shall require a minimum fleet of forty (40) vehicles daily to deliver the transportation services.

Bidders are also requested to refer to the enclosed **Attachment 2** of this tender document which provides details of the terms and conditions that will govern the agreement with the selected service provider including but not limited to the following:

- a. General obligations of the service provider
- b. Obligations of the service provider with regards to its fleet of vehicles and the required specifications of the vehicles
- c. Obligations of the service provider with regards to drivers
- d. Service level agreement
- e. Price structure (price revision mechanism) over the duration of the contract

Airmate reserves the right to split the contract between two or more service providers and the selected service providers shall offer part (offered proportion) of the services at the same price quoted for 100% of the services.

4. Evaluation and Selection

Airmate will evaluate proposals and select the service provider on the basis of the following criteria:

▪ **Mandatory Criteria**

1	Bidders shall be holder of valid Public Service Vehicle Licenses (PSVL)
2	Bidders shall have a minimum of 3 years' experience in the public transport service. Bidders shall demonstrate that they have executed at least one Transport Services Contract having an annual contract value of at least MUR 10 million during the last three years (2015, 2016 and 2017).
3	Service provider to put at the disposal of Airmate a fleet with a minimum of 40 vehicles on a daily basis during the duration of the contract. The vehicles, whether owned, leased or subcontracted must: <ul style="list-style-type: none"> (a) be of a maximum of 7 years of age during the contract term, (b) be equipped with speed limiters (maximum 80 kms/hr), (c) be equipped with air conditioning system (d) have all seats (including retractable) equipped with seat belts

Note:

1. For the speed limiter, GPS and seat belt requirements, bidders who do not comply with these requirements at the time of bidding but agree to comply with same if selected, will be given a three (3) months lead time to install these equipment. **Bidders need to highlight their stand in their proposal.**

In case of failure to do so within three months after the award of the contract to the selected service provider, Airmate **will terminate the contract with immediate effect.**

Proposals which do not comply with the above main requirements will not be considered. Only those proposals which meet the above mandatory requirements will be retained for evaluation on the following grounds:

▪ **Technical Criteria**

Quality Procedures, Workforce & Organization structure
<ul style="list-style-type: none"> - Organization Structure <i>(Details of the organization structure of bidders , number of staff employed – number of managerial/ administrative workforce to be segregated from drivers workforce)</i> - Quality procedures in place <i>(Quality assurance plan, quality control system and quality assessment in place)</i> - Basic training to workforce <i>(List of training in the transportation field provided to the relevant workforce)</i> - Driver to vehicle ratio

<p>Conditions of fleet</p> <ul style="list-style-type: none"> - Quantity of vehicles owned or on long term lease (finance or operating lease) as compared to number of vehicles subcontracted - Age of vehicles - Vehicle servicing/maintenance procedures /plans <i>(Bidders to advise on any servicing/maintenance procedures in place, the vehicle servicing frequency, routine maintenance checks, professionals involved in the servicing/maintenance services, etc...)</i>
<p>Capability to deliver the required services</p> <ul style="list-style-type: none"> - List of past and current clients together with references whereby similar services are being offered - Logistics set up, process/methodology to be used to deliver the required transportation services, manpower management - Responsiveness/flexibility to last minute change in roster <i>(Bidders to advise the response/reaction time to adapt to last minute change in roster in “hours” or “minutes” and to specify any conditions attached)</i>
<p>Health and Safety issues</p> <ul style="list-style-type: none"> - Health and Safety Management system in place and adherence to safety & security standards - Management of occupational road risk of service provider’s employees / transport risk assessment - Reference from past and current clients with regards to health and safety records - Accident record of current fleet of vehicle <i>(Bidders shall provide certificates from their respective insurance companies detailing the accident record history of their fleet.)</i>
<p>Service Level/Adherence to the proposed contract</p> <ul style="list-style-type: none"> - Compliance with the proposed contract with emphasis on the obligations of the service provider

Note:

1. With regards to adherence to the contractual terms and conditions in enclosed **Attachment 2** that would govern the proposed agreement with Airmate, bidders shall highlight any **deviations to these terms and conditions** in enclosed **Attachment 14**.
2. For joint ventures to qualify, each partner forming the joint venture needs to have the required minimum three years of experience in the public transport

service including the execution of at least one transport services contract of at least MUR 10 million in annual contract value during the last three years.

After evaluation of the proposals, Airmate will conduct negotiations and select the service provider(s) which, in its assessment, has submitted the best proposal and will award the contract accordingly.

5. Commercial Information

The service provider's proposal must contain all information as outlined in this RFP document including but not limited to the following:

- The financial proposal inclusive of VAT and based on the template in **Attachment 13** enclosed which is on a trip basis. The rates shall be denominated in Mauritian Rupees (MUR).
- The payment terms
- The following information wherever applicable should be submitted duly completed and signed as per the following annexes:
 - Attachment 3 – Tender Bond
 - Attachment 4 – General Statement
 - Attachment 5 – Structure and organisation (1)
 - Attachment 6 – Structure and organisation (2)
 - Attachment 7 – Structure and organisation (3)
 - Attachment 8 – Technical Resources
 - Attachment 9 – Health and Safety Policy
 - Attachment 10 – Logistics set up and Procedures/Methodology to deliver the proposed services
 - Attachment 11 – List and details of all vehicles to be used for the required services
 - Attachment 12 – List of Contracts (client portfolio together with references) executed over the last three years
 - Attachment 13 – Financial Proposal Template
 - Attachment 14 – Adherence to the terms and conditions governing the agreement
 - Attachment 15 – Additional documents to be submitted and Document Checklist

*All the above information should be submitted in the technical envelope **except for Attachment 13 – Financial Proposal which should be submitted in the financial envelope.***

6. Submission of Proposal

Service providers wishing to be considered should provide one original and two copies each of both their financial offer and technical offer in **two different sealed envelopes** with references 'Financial offer' and 'Technical offer' and "Original" or "Copies" clearly written on the top left corner of each envelope.

The financial envelope shall contain only the financial proposal namely the prices, discounts and payment terms. All other documents and information shall be submitted in the technical envelope.

Both the financial and technical proposals should then be enclosed in one single envelope with reference "**RFP Staff Transportation Services – Ref PROC/558/17/SKB**" written on it, and should be submitted in the **Tender box** situated to the following address:

**Air Mauritius Procurement Office,
18th Floor, Air Mauritius Centre
Pdt John Kennedy St
Port Louis**

The closing date for the submission of proposal is **Monday 8th January 2018 at 13.00 hours local MRU time**. Proposals received after the closing date and time will not be considered.

Proposals must be signed by duly authorised person(s) and submitted in English language.

Each proposal under sealed envelope must include all information as outlined in this RFP document.

Important Notes:

- The proposal shall constitute an offer by each service provider which will remain open and irrevocable for a period of **180 days** from the deadline for submitting proposal.
- Failure to submit the required information / documents will entail the service provider's elimination from the final selection process.
- **Each service provider must include in its proposal all requirements, best terms and any conditions, and should not assume that another opportunity will be available to add any such matter after the proposal is submitted.**

- Any deviations from the specifications, terms and conditions of this RFP and/or alternative proposals must be distinctly pointed out by the service provider.

7. Process Schedule

Below is a brief planning for this tender process, specifying the important dates and milestones:

- Issue of RFP 20th December 2017
- Deadline for Submission of Proposals 8th January 2018
- Letter of Offer (tentative) 31st January 2018

8. Communication

All queries concerning this RFP should be addressed in writing to the following contact person by latest 27th December 2017:

Mr Jeanloup Beaubois:
Senior Procurement Officer
Airmate Ltd
Tel (O) : - (230) 207 7864
Fax : - (230) 212 0220
Email : - jbeaubois@airmauritius.com

Airmate Ltd shall, as far as possible, reply to all queries at least 5 working days prior to the deadline date for submission of proposals.

Potential service providers shall notify Airmate in writing for clarification of any inconsistency, discrepancy or conflict within the content thereof or any figures and wording, or any ambiguity regarding any part of this RFP document.

9. Tender Bond

- In order to secure the due performance by bidders of the obligations undertaken by them, tenders must be accompanied by a tender bond for the sum of One Hundred Thousand Rupees (Rs 100,000/-).
- Bidders must provide a tender bond to the satisfaction of Airmate Ltd from a local commercial bank which will be jointly and severally bound with the bidder.

- Tenders which are not accompanied by a tender bond shall be rejected.
- The tender bond provided by unsuccessful bidders will not be repaid or discharged until the expiration of one hundred and eighty (180) days from the date set for submission of tenders or until such earlier time as a tender shall have been accepted by Airmate Ltd and a performance bond to the satisfaction of Airmate Ltd shall have been duly provided by the bidder(s) whose tender has been accepted.
- The tender bond provided by the service provider(s) whose bid is/are accepted shall be repaid or discharged when the performance bond has been duly entered into and executed. If the bidder(s) whose tender is/are accepted fail(s) to provide a performance bond within fifteen (15) days of the acceptance of his tender, the full amount of his tender bond shall become payable to Airmate Ltd as compensation for such default.

10. Rights of Airmate

- Airmate Ltd reserves the right to accept, split or reject any or all proposals received or cancel the tendering exercise without incurring any liability towards any service provider and/or without having any obligation to inform any service provider of the grounds of its action.
- Non-acceptance of a service provider's proposal will mean that other proposal(s) were deemed more advantageous to Airmate or that all proposals were rejected. Service providers, whose proposals are not accepted, will be notified after the issuance of a letter of offer to the selected service provider and its acceptance thereof or in the event Airmate Ltd rejects all proposals.
- Airmate reserves the right to assign this tender exercise or any part thereof to any of its subsidiary companies without the prior written consent of the selected service provider or its successor in interest, as applicable, except as expressly provided otherwise.
- Airmate reserves the right not to consider proposals submitted by service providers with whom Airmate experienced poor service level and/or contractual non-compliance in the past.

11. Conditions

All proposals submitted are subject to the following conditions:

- Airmate, its directors, employees or other representatives will not be liable for any cost or expenses incurred by any bidder in the preparation and

submission of a proposal nor shall Airmate, its directors, employees or other representatives be liable for any damage, loss or cost (including legal costs) incurred or suffered by any bidder in connection with this RFP process.

- Service providers, their employees, subcontractors and agents (if any) shall keep all information concerning Airmate and any of their business activities acquired as a result of this RFP strictly confidential.
- Joint Venture : A tender submitted by a joint venture of two or more firms must be accompanied by the document of formation of the joint venture duly registered and authenticated by a Notary Public or other official deputed to witness sworn statements in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the address for correspondence, the participation of several firms forming the joint venture and any other information necessary to permit a full appraisal of its functioning including a clause to the effect that the members of the joint venture are jointly and severally bound. One of the partners of the joint venture shall be nominated as being in charge, authorised to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture. The execution of the entire contract, including payment, shall be done exclusively with the partner in charge.
- Any canvassing or attempt to cause undue influence to obtain the contract will lead to disqualification from the selection exercise.

12. Governing Law

This RFP is governed by the Laws of the Republic of Mauritius and the Mauritian Courts shall have exclusive jurisdiction on all matters relating to this RFP.

ATTACHMENT 1 – BRIEF ON THE REQUIRED SERVICES, ROUTINGS AND INDICATIVE NUMBER OF WEEKLY TRIPS

OVERVIEW

The Transport section of Airmate is responsible to provide transport services to ground employees who are based in Ebene and at the airport.

A. Airport Based Employees

For airport based employees, those living within a network are provided pick up and drop off services on a door to door and 24/7 basis according to work shifts. Such shifts varies with flight operations and departmental requirements. Presently, a total of 1,145 employees are eligible for such services and considering their OFF days, an average of around 900 staffs are conveyed to and from the airport on a daily basis.

Roster

The weekly roster of each and every employee is prepared for each department for the following week. A Transport Application System consolidates all these different rosters and re-group all staffs as per following on a daily basis:

- Arrival and departure shifts
- Residential zones

Transport Order

A report is downloaded from the Transport Application System and further optimization is made to regroup staffs of same arrival and departure shifts and according to residential zones and routings. Subsequent changes in roster patterns are also taken into consideration. Final trips are generated in the form of Transport Orders which contain the following details:

- List all of staffs to be carried by department and residential code
- Date
- Driver's name
- Vehicle registration number
- Departure and arrival place
- Scheduled time of departure and arrival
- Actual time of departure and arrival
- Signature of driver and staff

Such Transport Orders are finally distributed to service providers for performance of service, claims and invoicing.

Current shifts

While non-shift staffs are rostered for an arrival of 08:30 and a departure of 16:15 (week days), arrivals and departures of shift staffs are spread throughout the day over 7 days of the week. The arrivals at 08:30 and departures at 16:15 constitute the peak operations, with around 25 trips planned in each direction. However, around 32 vehicles are needed from 07:00 to 08:30 as most of the vehicles arriving at the airport after 07:00 cannot be planned for long distance arrivals of 08:30, as pick up of staffs arriving at the airport at 08:30 start as from 07:00, depending on regions and considering the speed limitation devices and traffic regulations and conditions. The same trend is observed from 15:00 to 17:00, where a total of around 31 vehicles are planned.

Depending on flight operations and departmental requirements, the following indicative table shows the different shifts requiring transport on a daily basis and an indicative number of trips:

Arrival	No of trips	Departure	No of trips
0:00	2	06:30	2
		08:00	2
03:00	1		
04:30	4	11:45	4
05:00	8	13:00	4
06:00	6	14:00	7
07:00	7	15:00	7
08:00	4	16:00	
08:30	25	16:15	24
10:00	2	17:00	3
		18:00	2
11:00	1	19:00	6
12:45	3	20:45	4
13:00	7	21:00	6
14:00	3	22:30	11
14:30	13		
15:00	8	23:00	7
16:00	6	23:59	12
18:00		01:00	1
Total Arrival trips	100	Total Departure trips	102

Trips for peak arrivals and departures

Considering the number of trips planned for arrivals between 07:00 and 08:30 and departures between 15:00 and 17:00, a minimum of 35 vehicles will be required including at least 2 vehicles on standby to cater for breakdowns, accidents, flight disruptions and emergency situations and 1 for shuttle services within airport premises. It should be noted that more vehicles may be required during flight disruptions and peaks seasons and the service provider should be able to cater for all such requests. Service providers will not be allowed to refuse to perform trips, considering minimum number of vehicles being requested and back up vans.

Routings And Indicative Number Of Weekly Trips

Tables 1 below provide an indicative weekly trip configuration pattern to/from SSR Airport:

Table 1

Route To / From Airport	Number of Weekly Trips	
	1-4 pax	5-14 pax
Ste Croix / Port Louis/ Pointe Aux Sables	81	127
Grande Riviere / Coromandel / Beau Bassin / Rose Hill/ Moka / St Pierre / Quatre Bornes	69	292
Vacoas/St Paul/ Phoenix/ Camp Fouqueraux	18	176
Forest Side/ Curepipe/ Eau Coulee/ Castel/ Mesnil/ Floreal	21	56
Riviere Noire/ Cap Malheureux/ Trou Deau Douce/ Flic En Flac/ Souillac/ Morne/ Tamarin/ Pointe Aux Piments/ Trou Aux Biches/ Grand Baie/ Pereybere/ Roches Noires/ Grand Gaube/Riambel/Poste Lafayette	4	0
Nouvelle France/ Union Park/ Rose Belle/ New Grove/ Mahebourg/ Pointe Desny	115	477

Note: Employees living outside these perimeters will have to be picked up and dropped upon requests. However, the transport requirements may evolve depending on certain factors such as re-classification by authorities, changing organisational, economic or business needs. The above indicative number of daily trips are slightly lower during week ends.

Currently, transport service for ground employees operates on a door-to-door basis for persons living on or around the Ste Croix – Pointe D’Esny route via the Plaine Wilhems, including Ste Croix, Roche Bois, Port Louis, Pointe aux Sables, Grande Rivière, Coromandel, Beau-Bassin, Moka, Quatre-Bornes, Rose-Hill, Vacoas, Floreal, Phoenix, Mesnil, Castel, Eau-Coulee, Curepipe, Forest Side, Nouvelle France, Union Park, Rose Belle, Mare d’Albert, Plaine Magnien, Mahebourg, Pointe d’Esny.

B. Ebene Based Employees

Employees are provided pick up and drop off services on a door to door and 24/7 basis according to work shifts. Such shifts varies with flight operations and departmental requirements. Presently, a total of approximately 120 employees are eligible for such services and considering their OFF days, an average of around 35 staffs are conveyed to and from the Ebene on a daily basis.

Roster

Tentative transport requirement plans are provided one month in advance.

Current shifts

Depending on operations and company requirements, the following table shows the different shifts requiring transport on a daily basis and an indicative number of trips:

Arrival	No of trips	Departure	No of trips
0:00	3		
		8:00	3
6:00	4		
		20:00	4
		23:59	4
Total Arrival trips	7	Total Departure trips	11

Routings And Indicative Number Of Weekly Trips

Table 2 below provides an indicative weekly trip configuration pattern to/from Ebene:

Table 2

Route: To / From EBENE	Number of Weekly Trips	
	1-4 pax	5-14 pax
Pereybere, Grand Bay, Trou Aux Biches, Triolet, Piton, Plaine des Papayes, Pamplémousses, Montagne Longue	14	1
Roche Bois, St Croix Valle Pitot, Valle des Pretres, Port Louis, Pailles	10	0
Pte Aux Sable, Gros Cailloux, Bambous	7	0
Rose Hill, Beau Bassin	3	0
Q Bornes, Vacoas, Curepipe, Castel, Eau Coullee, Henrietta, Mesnil, Camp Fouqueraux	8	0
Moka, St Pierre, Lavenir, Dagotiere	8	0
Bonne Merre, Flacq, Camp de Masque, Bel Air, Olivia	12	0
Midlands, Rose Belle, New Grove, Mare Tabac, ST Hubert	10	3
Nouvelle France, Surinam, Riv des Anguilles, Chemin Grenier	5	0
Mare D'Albert, Plaine Magnien, Riv des Creoles, Mahebourg, Airport	8	5

Note: Employees living outside these perimeters will have to be picked up and dropped upon requests. However, the transport requirements may evolve depending on certain factors such as re-classification by authorities, changing organisational, economic or business needs.

C. Definition Of Trip

A trip means the distance travelled by the vehicle of the service provider from one point to its final destination for the purpose of transporting Airmate Ltd



employees and employees of its subsidiary companies as well as any other designated persons as requested by the company and includes any waiting time not exceeding one hour.

In between stoppages during the trip are not considered as a trip. For example a trip from Ste Croix to the airport for pick up and dropping employees passing through Port-Louis, Pointe aux Sables, Coromandel, Beau Bassin, Moka, Quatre-Bornes, Rose-Hill, Vacoas, Curepipe, Nouvelle France, Rose Belle, Plaine Magnien is considered as one trip.

Note: Airmate Ltd reserves the right to modify a trip without notice resulting from the addition and/or deletion of names of employees and changes in departure/arrival timings, due to the exigencies of the operations which would imply a modification of the initial routing/timings. The Service provider has an obligation to accommodate any such changes. The Service provider is not allowed to combine trips or modify trips which have been allocated by Airmate without the prior consent of appointed employees of the Transport department.



ATTACHMENT 2

AGREEMENT FOR THE PROVISION OF TRANSPORT SERVICES

Between

AIRMATE LTD (BRN C06060198), a company duly registered under the laws of the Republic of Mauritius and having its registered office at 19th Floor, Paille-en-Queue Court, Port-Louis
(hereinafter referred to as “The Client” or “Airmate”)

And

SELECTED SERVICE PROVIDER (BRN.....), a company duly registered under the laws of the Republic of Mauritius and having its registered office at.....
(hereinafter referred to as “The Service Provider or “.....”)

WHEREAS:-

1. The Client provides transport facilities to its employees, employees of its parent company, its subsidiary companies and any other designated persons as requested by the Client for the purpose of attending duty and back or any other business on behalf of the company.
2. Pursuant to a tender exercise issued on 20th December 2017 the Service Provider has been awarded the contract for the provision of transport services to employees of Airmate Ltd, employees of its parent company, its subsidiary companies and any other designated persons as requested by the Client.
3. The Service Provider agrees to supply transport services to carry Client’s employees, employees of its parent company, its subsidiary companies and/or any designated persons under the terms and conditions as set out in the present agreement.

IT IS HEREBY COVENANTED AND AGREED THAT:

Interpretation

1. The terms and conditions of the agreement include:
 - (a) The agreement

- (b) The Annexes to the agreement, namely Annex 1 (Indicative weekly trip configuration), Annex 2 (Cost per trip which will be updated as and when required as per Article 7) and Annex 3 (computation of new prices)
 - (c) Any subsequent Annex duly signed by both parties, and which may be relevant to the object of the agreement.
2. The headings of clauses in this Agreement are inserted for convenience and reference only and should not be considered limiting or extending any provision of this Agreement.
 3. This Agreement constitutes the entire Agreement between the Parties. No statements, promises or inducements made by any Party to this Agreement or any agent or employees of either Party which are not contained in this written Agreement shall be valid or binding on the Parties.
 4. If any provision or part of any provision of this Agreement should be found invalid, illegal or unenforceable by any court of law, such findings shall not affect the remaining provisions of this Agreement which shall remain valid and binding on the Parties.
 5. Both parties hereby represent and warrant that it has not paid, agreed to pay or caused to be paid directly or indirectly in any form, any commission, percentage, contingent fee, brokerage or other similar payments of any kind, in connection with the establishment or operation of this Agreement, to any employee of the party or to any person or entity located in any part of the world.
 6. Any modification and/or addition to this Agreement must be approved in writing by both parties.
 7. Both parties acknowledge and agree that all clauses in this Agreement have been fully discussed and understood by both parties.

1. TERMS OF REFERENCE (TOR)

1.1 OBJECTIVES

The objective is to provide a safe, punctual, efficient, reliable and quality transport services to employees of Airmate Ltd, employees of its parent company, its subsidiary companies and any other designated persons as requested by the Client as per the requirements and exigencies.

1.2 SCOPE OF WORK

The tasks to be undertaken include the provision of transport services to employees of Airmate Ltd, employees of its parent company and subsidiary companies as well as any other designated persons as requested by the Client on a door-to-door basis. The routing is fully described in the Annex 1 to this Agreement which outlines the indicative weekly trips as well.

1.3 INDICATIVE WEEKLY TRIPS

An indicative weekly trip configuration pattern from/to Airport and Ebene is as per Annex 1.

1.4 DEFINITION OF TRIP

A TRIP MEANS THE DISTANCE TRAVELLED BY THE VEHICLE OF THE SERVICE PROVIDER FROM ONE POINT TO ITS FINAL DESTINATION FOR THE PURPOSE OF TRANSPORTING EMPLOYEES OF AIRMATE LTD AND ITS SUBSIDIARIES AND ANY OTHER DESIGNATED PERSONS AS REQUESTED BY THE COMPANY AND INCLUDES ANY WAITING TIME NOT EXCEEDING ONE HOUR.

IN BETWEEN STOPPAGES DURING THE TRIP ARE NOT CONSIDERED AS A TRIP. FOR EXAMPLE A TRIP FROM STE CROIX TO AIRPORT FOR PICK UP AND DROPPING EMPLOYEES PASSING THROUGH PORT-LOUIS, POINTE AUX SABLES, COROMANDEL, BEAU BASSIN, MOKA, QUATRE-BORNES, ROSE-HILL, VACOAS, CUREPIPE, NOUVELLE FRANCE, ROSE BELLE, PLAINE MAGNIEN IS CONSIDERED AS ONE TRIP.

NOTE: AIRMATE LTD RESERVES THE RIGHT TO MODIFY A TRIP WITHOUT NOTICE RESULTING FROM THE ADDITION AND OR DELETION OF NAMES OF EMPLOYEES AND CHANGES IN ARRIVAL/DEPARTURE TIMINGS DUE TO THE EXIGENCIES OF THE OPERATIONS WHICH WOULD IMPLY A MODIFICATION OF THE INITIAL ROUTING/TIMINGS. THE SERVICE PROVIDER HAS AN OBLIGATION TO ACCOMMODATE ANY SUCH CHANGES. THE SERVICE PROVIDER IS NOT ALLOWED TO COMBINE TRIPS OR MODIFY TRIPS WHICH HAVE BEEN ALLOCATED BY AIRMATE WITHOUT THE PRIOR CONSENT OF APPOINTED EMPLOYEES OF THE TRANSPORT DEPARTMENT.

THE SERVICE PROVIDER WILL HAVE TO ABIDE TO SUCH MODIFICATIONS.

2. OBLIGATIONS OF THE SERVICE PROVIDER

2.1 Vehicle Fleet & Specificity

The following requirements should be fulfilled before signature of contract on all the vehicles belonging to the Service Provider as well as vehicles leased and/or subcontracted by the Service Provider:

2.1.1 The Service Provider will put at the disposal of Client a fleet with a minimum of 40 vehicles. As applicable and as far as possible, the vehicles owned by the Service Provider should be used in priority for performing trips for Client before sub-contractors are used. Sufficient vehicles should be made available as and when required to meet transport requests at any time such as during peak seasons, due to roster changes and consequent to flight disruptions/cyclones etc.

2.1.2 All the vehicles of the Service Provider and sub-contractors that are used to provide the transport services to the Client **should be equipped with speed limitation devices**, calibrated for a maximum speed of 80 kms/hr. In addition, these vehicles should also be equipped with GPS systems and Client shall have access to all information and reports generated by these reports unconditionally.

Such devices (speed limiter and GPS) should be operational at all times and without any possibility to be modified or switched on and off. The client should be immediately informed of any cases of malfunctioning or malingering. Pending the installation of the GPS and speed limiter, the contractor shall ensure that all drivers are officially informed that they should drive at authorized speed as per Road Traffic Act and also adapted speed based on weather conditions, road condition, movement of people etc.

2.1.3 Means of communication must be in conformity with the legislation in force and available between Service Provider's base and its vehicles as well as with Client's Transport Planning and Tracking Offices.

The contractor must establish a policy with regard to communication with hand held communication devices which will clearly stipulate the safety precautions to be taken such as parking by the side of the roads.

2.1.4 All vehicles must be of a maximum of 7 years of age during the whole period of the contract provided that same are in good running conditions and also meet the specifications spelt out in this Agreement.

- 2.1.5 All the vehicles should be comfortable with passenger seat belts fitted on all seats including retractable seats as applicable for ALL passengers during the whole duration of the contract. Proper signage for wearing of seat belts should be displayed in all vehicles.
- 2.1.6 All the vehicles must be equipped with air conditioning system which must be switched on during the whole trip and temperature control will depend on the seasonal conditions. Client's Transport Department will provide guidelines on the recommended temperature to be set.
- 2.1.7 The Service Provider shall make necessary provisions for the safe conveyance of Cabin and Technical crew including their luggage.
- 2.1.8 The vehicles should meet all conditions of relevant legislation/Traffic Regulations/regulatory authorities throughout the duration of the contract. The vehicles must have *first aid kits* (as per list from Health & Safety and/or relevant competent authority) at all times when in use.
- 2.1.9 The vehicles must be equipped with open-able windows on both sides.
- 2.1.10 The vehicles shall **not** be equipped with tinted glasses.
- 2.1.11 Vehicles (interior and exterior) should be clean at all times. A deep cleaning should be carried out every two months at the cost of the Service Provider. On request the Service Provider should be able to provide records of deep cleaning which was carried out.
- 2.1.12 The Service Provider should bear the costs of airport access and parking fees imposed by the Airport Authorities and any other fees payable to deliver the transport services.
- 2.1.13 The Service Provider should have a base in the vicinity of the airport for controlling its drivers and fleet and for daily allocation of vouchers to its drivers. The designated representative of the Service Provider will be the only liaison person between the Client's transport office and its base.
- 2.1.14 The vehicle registration number mentioned by the Service Provider on the transport voucher should be the one performing the said trip and any change should be communicated to the Transport Control desk prior to the performance of the said trip.
- 2.1.15 The Client reserves the right to de-list any of the Service Provider's vehicle for non-compliance to the above requirements during the duration of this Contract.

2.1.16 The Service Provider shall keep vehicle log books and same shall be submitted to the Client upon request from the latter.

2.1.17 All vehicles to be equipped with an emergency window pane hammer.

2.2 Drivers

The following requirements regarding all drivers of the Service Provider and its subcontractors should be fulfilled before signature of contract:

2.2.1 The Service Provider should ensure an adequate number of drivers is available and rostered at all times to operate all trips requested by Client and as per the number of vehicles required. Provision should be made to cater for additional trips or changes in timings, especially during peak seasons and flight disruptions.

2.2.2 Drivers should show good conduct and be courteous to passengers, employees and guests of the Client.

2.2.3 Proper identification badges should be permanently and conspicuously worn by all drivers while in service. Employees may request to check same at any time to ensure that the driver is duly authorized to perform such trips.

2.2.4 The age limit for drivers must be less than 65 years of age during the whole period of the contract and have a minimum of 3 years driving experience for the relevant vehicle used. Official attestation/reference of such experience should be produced as evidence. The Service Provider must immediately notify the Client of any addition or deletion to its list of drivers as mentioned above as soon as practicable.

2.2.5 The Service Provider should always comply with existing employment legislations regarding driver's work / rest period. Surprise check may be carried out by the Client's authorised personnel to verify same. The Service Provider has an obligation to record the roster details of all its drivers and to submit same to the Client as and when requested.

2.2.6 Drivers should be rostered in such a way that they have enough rest between trips and between shifts. The representative will be required to give daily recap of each driver's roster.

- 2.2.7 The driver's name mentioned by the Service Provider on transport voucher should be the one performing the said trip and any changes should be communicated to Transport Control desk prior to the performance of the said trip.
- 2.2.8 The Service Provider shall ensure the appointment of a dedicated knowledgeable individual to handle the administrative management of its human resources deployed to the Client.
- 2.2.9 The Service Provider shall ensure that drivers are not under the influence of any psycho active substances (alcohol, illegal drugs, etc...).

Before signature of contract and for all new recruits after award of contract, all drivers employed by the Service Provider to deliver the services shall:

- a. Hold and comply with all appropriate regulatory traffic licenses. Drivers shall have a duty to report any contravention issued by a police officer and any fine / sanction of driving licence to the main contractor and the latter to notify AIRMATE Ltd.
 - b. Submit a duly completed and signed employee fact sheet as supplied by the Client.
 - c. Hold and submit **a clean certificate of Character**, not less than six months old, as issued by the office of the Director of Public Prosecution (DPP). This Certificate shall be renewed annually during the duration of the contract. All drivers not holding such a Certificate should apply for same **immediately** after award of contract.
 - d. Comply with all security regulations of the Department of Civil Aviation (DCA) and the airport authorities as well as instructions issued by the Client as part of its internal policies.
- 2.2.10 The Service Provider shall ensure that all drivers are medically fit for professional driving duties. Medical fitness certificates for all drivers should be forwarded to the Client's Transport Manager prior to start of operation and this is mandatory. Medical examination should be carried out by an occupational physician at the cost of the Service Provider. Drivers may be requested to perform medical tests as and when required during period of contract.

The Client reserves the right to de-list any of the Service Provider's driver for non-compliance of above requirements during the duration of this contract.

- 2.1.11 Drivers should be well trained and groomed and the Service Provider should provide proof that all the drivers have followed a formal MQA approved defensive driving course or approved by any other competent authority. Evidence should be submitted of any planned training courses and to be undertaken in a specified period.
- 2.1.12 Drivers should wear uniforms at all times, as supplied by the Service Provider with prior approval of the Client. The uniform should include formal shirts, trousers and shoes as well as ties. Drivers are not allowed to wear slippers or sandals while driving.

2.3 Service Provider

- 2.3.1 The Service Provider will undertake to use all reasonable skills and expertise to provide safe, punctual, efficient, reliable and quality transport service acceptable to the Client within the duration of the agreement. Trips should be performed, safely, punctually and efficiently.

The contractor shall submit a comprehensive risk assessment on all the hazards which drivers, passengers and public will be exposed to.

- 2.3.2 The Service Provider should ensure that all vehicles are properly licensed and maintained in good running and serviceable conditions at all times.
- 2.3.3 The Service Provider shall be duly registered with relevant authorities.
- 2.3.4 The Service Provider shall ensure that Public Service Vehicle Licences (PSVL) are obtained for the transfer of employees of Client, employees of its parent company, its subsidiary companies and any other designated persons as requested by the Client with access to airport and any other relevant documents from the authorities. Copy of PSVL should be submitted before signature of contract or operations. The Service Provider should also ensure that all requirements with regards to PSVL such as variations for the carriage of employees with access to the airport are done **immediately** after award of contract.
- 2.3.5 The Service Provider must delegate his designated representatives, to be based at the airport to monitor his operations in and out on a 24 hours basis and on different shifts. The representatives should be physically present on a 24 hour basis at the airport and contactable 24 hours a day by any means of telecommunication. The Service Provider

must officially advise the name and contact details of the operational representatives. The representatives should be empowered to take operational decisions and to answer to operational queries. The representatives should be able to cater for any additional transport requests or changes from the Client's at short notice.

- 2.3.6 The Service Provider will be allocated trips to perform on the eve of the day of operation. For cancellation of any trip, a minimum of 1 hour prior to pick up time is required or else a cancellation fee of 25% of the said trip may be claimed by the Service Provider. However, the Client may allocate trips at very short notice and the Service Provider should be able to perform same. In case of Force Majeure, allocation of trips will depend on operational constraints. The Client reserves the right to modify any trip at short notice and this will not be considered as a cancellation.
- 2.3.7 After acceptance of a trip, it is the responsibility and obligation of the Service Provider to ensure that trips are performed on time and in accordance with this agreement. Refusal to perform any trip will be acceptable in extreme cases only and same should be fully justified and the Client informed in advance, otherwise the full cost of this trip will be charged to the Client.
- 2.3.8 The Service Provider should perform each trip as per the transport voucher distributed. The Service Provider is not allowed to reshuffle passengers on different trips and/or combine trips without prior authorization of the Client. Moreover, any combination of trips and/or reshuffling of passengers resulting in the cancellation of one or more trips should be communicated to the Client and transport vouchers cancelled should be returned to the Client. It is illegal to charge the Client for transport vouchers of trips cancelled following reshuffling of passengers and cancellation of trips. Relaying of vehicles is also prohibited, unless authorized by the Client for operational reasons and vouchers amended accordingly for invoicing purposes.
- 2.3.9 The Service Provider should have replacement vehicles of same standard (with appropriate PSVL) with access to the airport for the transfer of employees of the Client and employees of its subsidiary companies as well as any other designated persons as requested by the Client for use in case of breakdowns, emergencies and other unforeseen circumstances. Replacement vehicles should be available in the vicinity of the airport as well as in upper Plaine Wilhems to intervene as and when required. Replacement drivers and vehicles should be available in the event that a driver or vehicle is de-listed with immediate effect.

- 2.3.10 The Service Provider, its employees, agents and sub-contractors should comply with the quality and safety procedures of the Client in the discharge of its obligation under the contract.
- 2.3.11 The Service Provider shall, at all times, maintain and cause to maintain full insurance cover to the satisfaction of the Client with regards to all risks of damage or injury to passengers carried in vehicles put at the disposal of the Client, to the Service Provider's employees, the Service Provider's vehicles as well as injury to third parties and/or loss/damage to property of third parties. The Service Provider should ensure that all vehicles and drivers are properly insured in all weather conditions (including cyclonic conditions III and IV, Riots, Social unrest and floods). Insurance certificates should be submitted **prior to** signing of contract. The Client may, at any time, require the Service Provider to take additional insurance to cover such other risks as the Client may consider appropriate or to increase the amount of such insurance cover. Copies of insurance certificates of all vehicles should be submitted before signature of Contract.
- 2.3.12 In the event of any accident/incident, the Service Provider shall provide assistance to the employees of the Client, employees of its parent company, its subsidiary companies as well as any other designated persons as requested by the Client and submit a report to the Client on any accident not later than 24 hours after the event. The Service Provider should also arrange for any injured persons during an accident to be sent to the nearest medical institution.
- 2.3.13 The Service Provider shall be solely liable and shall take full responsibility for any loss or damage resulting to any of the employees of the Client, employees of its parent company, its subsidiary companies as well as any other designated persons as requested by the Client and/or his/their property from an act or omission of the Service Provider relating to the provision of transport services under the present agreement.
- 2.3.14 The Service Provider shall indemnify and hold the Client harmless against all actions, suits, claims, demands, costs, charges, judgments and expenses arising out of the performance, by him of the transport services under the agreement including death and or injury of third parties and or loss and / or damage to property of third parties.
- 2.3.15 The Service Provider shall indemnify and hold the Client harmless against all actions, suits, demands and costs judgments and expenses

arising from injury and / or death of the servant and / or employee of the Service Provider in the performance of this contract.

- 2.3.16 The Service Provider shall indemnify and hold harmless the Client from and against all liabilities, damages and losses to its vehicles, arising from or in connection with the performance of its obligations under the present agreement.
- 2.3.17 Any change in ownership of the Service Provider company whether through a merger or a takeover should not affect any obligations under the contract. However, prior to any change in ownership, the Client should be informed at least 30 days in advance by the Service Provider. The Service Provider should call a meeting between the Client and the prospective buyer whereby the latter is made aware of its obligations under the existing contract. The Client reserves its right to terminate the contract for any reasons including but not limited to it not being satisfied with the experience and credentials of the prospective buyer.
- 2.3.18 The Service Provider shall submit a performance bond to the satisfaction of the Client amounting to MUR 3,000,000 in the form of a Bank Guarantee valid over the duration of the contract and for a period of three months after termination of the Contract to be provided **immediately** after award of contract but not later than 15 days after signature of the contract to the satisfaction of the Client.
- 2.3.19 The Service Provider shall provide safe transport. Safe transport means the vehicle should be roadworthy/free from defects and comply with all requirements of Road Traffic Act/Regulation and the Client. All the drivers should have a valid driving license for the appropriate vehicle and should drive in line with road traffic regulations and also complying with airport authority regulations when driving inside the airport compound. Drivers should have rest periods between shifts as per Employment Rights Act or any other relevant regulations. Safety should not be compromised. The Service Provider should ensure that such rest periods are respected and proofs of roster should be produced as and when required. The Service Provider should also ensure that all the drivers do not perform trips for third parties during their rest periods.
- 2.3.20 The Service Provider is **not allowed** to refuse performance of trips. In exceptional and emergency cases, stand by vehicles and drivers should be used. In the event that a trip is not performed after acceptance of voucher, the full cost of the trip will be charged to the Service Provider.

3. OTHER TERMS AND CONDITIONS INCLUDING SERVICE LEVEL AGREEMENT (SLA)

3.1 Others Terms & Conditions

3.1.1 When the Public Service Vehicle Licence (PSVL) granted by the National Transport Authority to the Service Provider is suspended or revoked, the Client will terminate the contract with immediate effect.

3.1.2 The Service Provider will not be held liable for delayed or cancelled trips due to force majeure provided that prompt notice is provided to the Client. Force majeure includes acts of war, natural calamities including earthquake, flood and cyclones, riots and other social unrest as described in Article 8 below.

3.2 Service Level Agreement (SLA)

3.2.1 The Service Provider shall perform trips punctually. Punctuality is defined as on time pick-up and arrival and on time departure as set out in transport vouchers or as per instructions from Client. The level of service with regards to punctuality of trips to Airport/Ebene will be determined by taking into account both the pick-up time and arrival time of trip to Airport/Ebene. The Service Provider will not be held liable for delays caused by employees and/ or traffic jams on the way, provided that pick-up was on time. For trips from Airport/Ebene, vehicle should be at the departure point at (pick-up) time as per transport voucher. Drivers should call Transport Control Desk in the event that the first passenger to be picked up is no show.

3.2.2 Any failure on the part of the Service Provider to comply with any of its obligations under the contract may render the Service Provider liable to a penalty or termination of contract. Notwithstanding the penalty, the Service Provider shall provide written explanation to the Client regarding service failure upon request.

3.2.3 Should the Service Provider be solely responsible for delay in terms of pick- up and arrival time, the Service Provider shall provide a discount as follows:

- Delay from 10 to 15 minutes - 10% on the trip cost
- Delay of above 15 minutes to 20 minutes - 15% on the trip cost
- Delay above 20 minutes - 20% on the trip cost

- 3.2.4 The Client may use the contractual exit clause notice in case the delays caused by the Service Provider exceed 10% of the total number of trips allocated to the Service Provider for a particular month or if such delays are recurrent over a period. Irrespective of the compensation defined above, the Client reserves his rights to seek for further compensation from the Service Provider, as may be required.
- 3.2.5 Where the Service Provider fails to provide transport within scheduled time after acceptance of the trip, the Service Provider shall be liable to pay to the Client a cost representing 100% of the trip cost to compensate for all such additional costs incurred by the Client in providing alternative mode of transport.
- 3.2.6 The Service Provider shall reply to operational queries/correspondences raised by the Client within two days excluding Saturdays, Sundays and Public Holidays. The Service Provider should also take necessary corrective actions to avoid recurrence of problems and repetitive complaints.
- 3.2.7 The Service Provider shall attend meetings of stakeholders of Transport unit to take cognizance of compliments/complaints of transport users on a monthly basis or as and when called upon following request from stakeholders. Any complaints communicated to the Service Provider should immediately be properly followed by corrective actions.

4. RIGHTS AND OBLIGATIONS OF THE CLIENT

- 4.1 The Client shall ensure that payment of invoices inclusive of VAT whenever applicable will be made 45 days following receipt of invoice.
- 4.2 In the event of any discrepancy and or disputes on figures, payment will be effected only after the discrepancy and/or disputes have been resolved.
- 4.3 The Client reserves its prerogative to withdraw drivers from the Service Provider's official list of drivers which according to the Client does not meet conditions/standards set above.
- 4.4 Service Provider's vehicles or that of sub-contractors if any, should be acceptable to the Client. The Client reserves its prerogative to accept the type of vehicle to be used for the transfer of its employees, employees of its subsidiaries and any other designated persons as requested by the Client.

- 4.5 The number of indicative weekly trips depicted in Annex 1 may be subject to increase or decrease without resulting from any obligation from the Client.
- 4.6 The Transport Section of the Client shall represent the Client in monitoring the performance by the Service Provider of his obligations under the present agreement and for that purpose, shall be entitled to give such instructions to the Service Provider for the performance by him of his obligations under the present agreement.
- 4.7 The Client shall at any time upon giving prior reasonable notice to the Service Provider carry out an audit at the office(s) and vehicles of the service provider in order to ascertain itself that the service provider is complying with its obligations under the Contract.
- 4.8 When performing trips for the Client, all the vehicles should display a signage of “Airmate” on the front windscreen for employees to identify the vans.

5. SUBCONTRACTING

Subject to the terms and conditions of this Agreement, the Service Provider is entitled to outsource the services to subcontractors after obtaining prior written approval from the Client. The Service Provider shall be wholly responsible and liable for all acts, deeds of, commissions and omissions by the said sub-contractor or agent as if these had been committed or omitted by the Service Provider.

The Service Provider shall further ensure that the subcontractor/s is /are aware and comply with all the obligations under this Agreement and shall communicate the valid PSVL licences and valid insurance certificates of the vehicles and licenses and other required documents of the drivers of the sub-contractors to the Client.

6. CHARGES FOR TRANSPORT SERVICES

The charges for the provision of transport services as from 1st February 2018 have been mutually agreed by both parties as per Annex 2. The charges will be reviewed as and when required as per Clause 7.

Any other services which are not covered in this Agreement but which may be required during the course of this contract shall be agreed by both parties by an addendum to this agreement or official correspondences.

7. PRICE REVISION DURING THE CONTRACT PERIOD

For the purpose of price revision, it is hereby agreed between the parties that the cost of trips comprise of a “fuel cost” element and “other costs” element. At the start of the contract, each element is deemed to represent 50 % of the cost of trips. The “other costs” element will be escalated as per clause 7.1 below while the “fuel cost” element will be reviewed as per clause 7.2 below.

- 7.1 In the event of renewal of contract, the “other costs” element of the price of trips will be adjusted annually on each anniversary date in an amount not exceeding the prevailing annual average change of the Official Consumer Price Index (CPI). However, the yearly increase for the “other cost” will be capped to a maximum of five (5) per cent.
- 7.2 The other 50% of the cost of trips, i.e the “fuel cost” element, will be adjusted as and when there is revision in the price of Diesel as published by the relevant authority. The adjustment will be made on the basis of the average percentage (%) change in price of Diesel. The cost per trip as per enclosed Annex 2 (as from 01/02/2018) is based on the Diesel price of MUR per Litre.

For avoidance of doubt, the scenarios detailed in Annex 3 illustrate the application of Clause 7.

8. FORCE MAJEURE

Subject to other provisions of this Agreement the failure of a Party to fulfill its obligations under this Agreement shall not be considered to be a breach of, or default under this Agreement 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 the present Agreement;
- (b) and has informed the other Party as soon as possible about the occurrence of such an event and shall keep that Party fully informed of their continuance and of any relevant change of circumstances whilst such force majeure continues.

An event of force majeure shall be any event which has the following characteristics: unforeseeable, compelling, unavoidable and affects the completion of the duties of any of the Parties.

In the event that the force majeure continues for more than 10 days then the Client reserves the right to terminate the Agreement immediately.

9. CONFIDENTIALITY

Service Provider undertakes that it will use all reasonable efforts to keep confidential (and use all reasonable endeavors to ensure that its officers, employees and agents and subcontractors keep confidential) any information:-

- (a) which it may have or acquire (whether before or after the date of this Agreement) in relation to the customers, business, assets or affairs of the Client; or
- (b) which relates to the content of this Agreement.

Service Provider shall not disclose to any third party any such information (collectively “Confidential Information”) without the prior written consent of the Client.

The confidentiality commitment contemplated shall remain in force throughout the performance of this Agreement and for a period of three (3) years after its termination.

10. DATA PROTECTION

Personal information will be made available to the Service Provider in the course of performing and fulfilling its duties under this Agreement and the Service Provider shall hold this data confidential in compliance with the Data Protection Act and use the data solely as required to perform its duties under this Agreement. The Service Provider undertakes not to use personal information in any other way unless authorised to do so in writing by the Client.

11. DURATION AND TERMINATION

- 11.1 This Agreement shall be for an initial duration of one (1) year starting on 1st February 2018 and may be renewed under the same terms and conditions for two (2) additional years at the sole discretion of the Client and subject to satisfactory performance. In the event Client opts to renew this Agreement for the above mentioned two (2) additional years,



the Service Provider shall have the obligation to provide the required services as per the terms and conditions of this Agreement.

- 11.2 Notwithstanding the above, the Client may terminate the Agreement by giving an advance notice of one hundred and eighty (180) days to the other party of his intention to terminate the contract.
- 11.3 Where the Service Provider commits a breach of any of the terms of the present Agreement and which breach has not been cured by the Service Provider within a delay of 30 days on receiving a notice thereof, the Client may terminate the Agreement with immediate effect.
- 11.4 Either Party may also terminate this Agreement immediately if the other party becomes insolvent or is declared bankrupt.
- 11.5 Termination shall be without prejudice to the rights and obligations of either party accruing as at date of termination.

12. APPLICABLE LAW AND COMPETENT JURISDICTION

This Agreement shall be governed by the Laws of Mauritius only.

Any dispute arising out of the present Agreement shall be within the exclusive jurisdiction of the Mauritian Courts.

In case of dispute arising in connection with the construction, or the performance, or the consequences of this Agreement, the Parties shall, in good faith, use their best efforts to reach an amicable settlement.

13. NOTICES

Any notice, demand or other communication to either Party by the other shall be given in writing and delivered to the addresses or facsimile numbers or by emails set out below:

For Airmate Ltd:

.....
.....
.....

Email:



For Service Provider:

.....
.....
.....

Email:

All correspondences, documents and other written matter between the Parties in connection with this Agreement shall be in English.



14. AUTHORITY

Each signatory to this Agreement warrants and represents that such signatory has full authority and legal capacity to execute this Agreement on behalf of and intending to legally bind the Parties hereto.

Made in good faith in two (2) originals

For Airmate Ltd

For

.....

.....

Chief Executive Officer

Date:

Date:

.....

Date:

Annex 1- Indicative Weekly trip configuration and quantity

Route To / From Airport	Number of Weekly Trips	
	1-4 pax	5-14 pax
Ste Croix – Port Louis/ Pointe Aux Sables	81	127
Grande Riviere / Coromandel / Beau Bassin / Rose Hill/ Moka / St Pierre / Quatre Bornes	69	292
Vacoas/St Paul/ Phoenix/ Camp Fouqueraux	18	176
Forest Side/ Curepipe/ Eau Coulee/ Castel/ Mesnil/ Floreal	21	56
Riviere Noire/ Cap Malheureux/ Trou Deau Douce/ Flic En Flac/ Souillac/ Morne/ Tamarin/ Pointe Aux Piments/ Trou Aux Biches/ Grand Baie/ Pereybere/ Roches Noires/ Grand Gaube/Riambel/Poste Lafayette	4	0
Nouvelle France/ Union Park/ Rose Belle/ New Grove/ Mahebourg/ Pointe Desny	115	477

Table 1

Route: To / From EBENE	Number of Weekly Trips	
	1-4 pax	5-14 pax
Pereybere, Grand Bay, Triolet, Trou Aux Biches, Piton, Plaine des Papayes, Pamplémousses, Montagne Longue	14	1
Roche Bois, St Croix Valle Pitot, Valle des Pretres, Port Louis, Pailles	10	0
Pte Aux Sable, Gros Cailloux, Bambous	7	0
Rose Hill, Beau Bassin	3	0
Q Bornes, Vacoas, Curepipe, Castel, Eau Coulee, Henrietta, Mesnil, Camp Fouqueraux	8	0
Moka, St Pierre, Lavenir, Dagotiere	8	0
Bonne Merre, Flacq, Camp de Masque, Bel Air, Olivia	12	0
Midlands, Rose Belle, New Grove, Mare Tabac, ST Hubert	10	3
Nouvelle France, Surinam, Riv des Anguilles, Chemin Grenier	5	0
Mare D'Albert, Plaine Magnien, Riv des Creoles, Mahebourg, Airport	8	5

Table 2



Note: Employees living outside these perimeters will have to be picked up and dropped upon requests. However, the transport requirements may evolve depending on certain factors such as re-classification by authorities, changing organizational, economic or business needs.

Annex 2 - Cost per trip in MUR as from 01/02/2018

Vehicles

Route To / From Airport	Cost per Trip	
	1-4 pax	5-14 pax
Ste Croix – Port Louis/ Pointe Aux Sables		
Grande Riviere / Coromandel / Beau Bassin/ Rose Hill/ Moka / St Pierre / Quatre Bornes		
Vacoas/St Paul/ Phoenix/ Camp Fouqueraux		
Forest Side/ Curepipe/ Eau Coulee/ Castel/ Mesnil/ Floreal		
Riviere Noire/ Cap Malheureux/ Trou Deau Douce/ Flic En Flac/ Souillac/ Morne/ Tamarin/ Pointe Aux Piments/ Trou Aux Biches/ Grand Baie/ Pereybere/ Roches Noires/ Grand Gaube/Riambel/Poste Lafayette		
Nouvelle France/ Union Park/ Rose Belle/ New Grove/ Mahebourg/ Pointe Desny		

Route: To / From EBENE	Cost per trip - MUR	
	1-4 pax	5-14 pax
Pereybere, Grand Bay, Triolet, Piton, Plaine des Papayes, Pamplemousses, Montagne Longue		
Roche Bois, St Croix Valle Pitot, Valle des Pretres, Port Louis, Pailles		
Pte Aux Sable, Gros Cailloux, Bambous		
Rose Hill, Beau Bassin		
Q Bornes, Vacoas, Curepipe, Castel, Eau Coulee, Henrietta, Mesnil, Camp Fouqueraux		
Moka, St Pierre, Lavenir, Dagotiere		
Bonne Merre, Flacq, Camp de Masque, Bel Air, Olivia		
Midlands, Rose Belle, New Grove, Mare Tabac, ST Hubert		
Nouvelle France, Surinam, Riv des Anguilles, Chemin Grenier		
Mare D'Albert, Plaine Magnien, Riv des Creoles, Mahebourg, Airport		

Note: The above prices are **inclusive of VAT**.



AIRPORT SHUTTLE SERVICES

Cost per day (24 hours) for a dedicated vehicle and driver to perform shuttle trips within airport premises and to/from Holiday Inn airport hotel from/to the airport. Approximately 20 roundtrips per day.

Cost = MUR

Note: The above prices are **inclusive of VAT.**

Annex 3 - Price revision scenarios during contract period

Scenario 1

Year 1/2

Assumptions

Cost of trip as at the start of the contract i.e 01/02/2018 = MUR 1000 i.e. MUR 500 “fuel cost” element + MUR 500 “other cost” element

Price of fuel increases by 10% as from 01/10/2018

Consumer price Index (CPI) for the period February 2018 to January 2019 as published by the Central Statistical Office (CSO) = 5%

Price of fuel increases by 5% as from 01/12/2019

Consumer price Index (CPI) for the period February 2019 to January 2020 as published by the Central Statistical Office (CSO) = 4%

Calculation of Revised price

1. Revised price effective 01/10/2018= $(1.1 \times \text{MUR } 500 + \text{MUR } 500) = \text{MUR } 1,050$
2. Revised price effective 01/02/2019 (1st anniversary of the contract): To apply CPI on “other costs” element only = $(\text{MUR } 550 + 1.05 \times \text{MUR } 500) = \text{MUR } 1,075$
3. Based on the above increases, the cost structure as from the second year of the contract will be 51.16% “fuel cost” element and 48.84% “other costs” elements.
4. Revised price effective 01/12/2019= $(1.05 \times \text{MUR } 550 + \text{MUR } 525) = \text{MUR } 1102.50$
5. Revised price effective 01/02/2020 (starting the 3rd year of the contract) = $(\text{MUR } 577.5 + 1.04 \times \text{MUR } 525) = \text{MUR } 1123.50$

Scenario 2

Year 1/2

Assumptions

Cost of trip as at the start of the contract i.e 01/02/2018 = MUR 1000 i.e. MUR 500 “fuel cost” element + MUR 500 “other cost” element

Price of fuel decreases by 10% as from 01/10/2018

Consumer price Index (CPI) for the period February 2018 to January 2020 as published by the Central Statistical Office (CSO) = 10%

Price of fuel increases by 5% as from 01/12/2019

Consumer price Index (CPI) for the period February 2019 to January 2020 as published by the Central Statistical Office (CSO) =5 %

Calculation of Revised price

1. Revised price effective 01/10/2018= $(0.9 \times \text{MUR } 500 + \text{MUR } 500) = \text{MUR } 950$
2. Revised price effective 01/02/2019 (1st anniversary of the contract): To apply CPI on “other costs” element only + capped to a maximum of 5%= $(\text{MUR } 450 + 1.05 \times \text{MUR } 500) = \text{MUR } 975.$
3. Based on the above revisions, the cost structure as from the second year of the contract will be 46.15 % “fuel cost” element and 53.85% “other costs” elements.
4. Revised price effective 01/12/2019 = $(1.05 \times \text{MUR } 450 + 525) = \text{MUR } 997.50$
5. Revised price effective 01/02/2020 (starting the 3rd year of the contract) = $(\text{MUR } 472.5 + 1.05 \times \text{MUR } 525) = \text{MUR } 1023.75$

Note: The same logic used above will be maintained for the computation of price revision linked with fluctuation of the applicable fuel price during the third year of the contract.



ATTACHMENT 3

TENDER BOND

FORM OF TENDER BOND

Brief description of Contract: "Staff Transportation Services"

Name and address of Beneficiary: Airmate Ltd, President John Kennedy Street, Port Louis.

We have been informed that
(hereinafter called the "Principal") is submitting an offer for such Contract in response to your invitation, and that the conditions of your invitation (the "conditions of invitation" which are set out in a document entitled Request for Proposal) require his offer to be supported by a tender security.

At the request of the Principal, we (name of bank) hereby irrevocably undertake to pay you, the Beneficiary/Airmate Ltd, any sum or sums not exceeding in total the amount of One Hundred Thousand Rupees (Rs. 100,000.00) upon receipt by us of your demand in writing and your written statement (in the demand) stating that:

- (a) the Principal has, without your agreement, withdrawn his offer after the latest time specified for its submission and before the expiry of its period of validity, or
- (b) the Principal has refused to accept the correction of errors in his offer in accordance with such conditions of invitation, or
- (c) you awarded the Contract to the Principal and he has failed to comply with sub-clause 2.3.18 of the conditions of the Contract.

Any demand for payment must contain your signature(s) which must be authenticated by your bankers or by a notary public. The authenticated demand and statement must be received by us at this office on or before One Hundred and Eighty (180) days as from the deadline for submission of bids when this guarantee shall expire and shall be returned to us.



Date.....

Signature(s).....

ATTACHMENT 4

GENERAL STATEMENT

Applicant's Names:

Applicant's Address:

Name, position of person with address who may be contacted for further information, if required:

(a) Technical:

(b) Financial:

I authorise the Secretary of the Tender Committee or his/her delegate to effect any investigation to prove the truthfulness of the statements and documents submitted and to obtain clarification and information on the different aspects of this application.

To the best of my knowledge, I hereby declare that the particulars shown herein are true and correct in every detail.

Signed:

In the capacity of (*)

Duly authorised to sign for and on behalf of:

Date:

**The signatory's authority to sign must be attached or indicated to this application form.*

ATTACHMENT 5

STRUCTURE AND ORGANISATION (1)

APPLICATION

(a) Name of Organisation/ or Owner

(b) Date of Incorporation

(c) Registered Office

Address

Tel No.

Mobile No.

Fax No.

(d) List of shareholders/partners/owners together with the shareholding structure

ATTACHMENT 6

STRUCTURE AND ORGANISATION (2)

Please state organisation chart and division of work to execute the contract.

Please provide the quality procedures/assurance plan, quality control system and quality assessment in place.

Please also provide the names of the key staffs that would be dedicated to the Airmate account and about delegation of a representative to be based at the airport.

Please provide workforce/manpower rolls spread between administrative staff and drivers

Please provide details of relevant training programs dispensed to the workforce.

ATTACHMENT 7

STRUCTURE AND ORGANISATION (3)

Applicant's Organisation Relationship

If the applicant is a subsidiary of or linked with any other Organisation, describe the relationship with the holding Organisation, Common Directorship and legal limit of liability

Subsidiary of

ATTACHMENT 8

TECHNICAL RESOURCES

1. The applicant has been engaged in the business under its present name foryears.
2. The applicant currently have a vehicles fleet registered under their company (where applicable) of
.....
3. The applicant has experience in work similar in type and magnitude over a period ofyears.
4. The applicant has satisfactorily completed all contracts awarded to him, except as follows:
.....

(State the name of the contract and the reason for the failure to complete...)

5. Default and arbitration
If the applicant has experienced any of the following, details should be provided.
 - Default on a contract (Yes or No):
If yes, details and date:
 - Been a party to arbitration (Yes or No):
If yes, details and date:
 - Been a party in litigation(Yes or No):
If yes, details and date:

6. Additional information:

The applicant is invited to include any other information pertinent to demonstrating his competence to perform the contract including list of current customers.

ATTACHMENT 10

LOGISTICS SET UP AND PROCEDURES/PROCESSES/METHODOLOGY TO BE USED TO DELIVER THE REQUIRED SERVICES

Please describe in detail what logistics set up and procedures/ processes/ methodology will be used to deliver the required services.

Please advise your response/reaction time to adapt to last minute change in roster in “hours” or “minutes” and to specify any conditions attached.

ATTACHMENT 11

**LIST AND DETAILS OF ALL VEHICLES TO BE USED TO DELIVER THE
REQUIRED SERVICES**

SN	Vehicle Registration No.	Year of Registration	Type of Vehicle	No. of Seats	Owned/Leased/ Hired etc... (please specify)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
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31					
32					
33					
34					
35					
36					
37					

SN	Vehicle Registration No.	Year of Registration	Type of Vehicle	No. of Seats	Owned/Leased/ Hired etc... (please specify)
38					
39					
40					

ATTACHMENT 13

Financial Proposal Template

Cost per trip in MUR incl. VAT

Table 1

Route To / From Airport	Cost per trip	
	1-4 pax	5-14 pax
Ste Croix / Port Louis/ Pointe Aux Sables		
Grande Riviere / Coromandel / Beau Bassin / Rose Hill/ Moka/St Pierre – Quatre Bornes		
Vacoas/St Paul/ Phoenix/ Camp Fouqueraux		
Forest Side/ Curepipe/ Eau Coulee/ Castel/ Mesnil/ Floreal		
Riviere Noire/ Cap Malheureux/ Trou Deau Douce/ Flic En Flac/ Souillac/ Morne/ Tamarin/ Pointe Aux Piments/ Trou Aux Biches/ Grand Baie/ Pereybere/ Roches Noires/ Grand Gaube/Riambel/Poste Lafayette		
Nouvelle France/ Union Park/ Rose Belle/ New Grove/ Mahebourg/ Pointe Desny		

Table 2

Route: To / From EBENE	Cost per trip - MUR	
	1-4 pax	5-14 pax
Pereybere, Grand Bay, Triolet, Piton , Plaine des Papayes, Pamplémousses, Montagne Longue		
Roche Bois, St Croix Valle Pitot, Valle des Pretres, Port Louis, Pailles		
Pte Aux Sable, Gros Cailloux, Bambous		
Rose Hill, Beau Bassin		
Q Bornes, Vacoas, Curepipe, Castel, Eau Coulee, Henrietta, Mesnil, Camp Fouqueraux		
Moka, St Pierre, Lavenir, Dagotiere		
Bonne Merre, Flacq, Camp de Masque, Bel Air, Olivia		
Midlands, Rose Belle, New Grove, Mare Tabac, ST Hubert		
Nouvelle France, Surinam, Riv des Anguilles, Chemin Grenier		
Mare D'Albert, Plaine Magnien, Riv des Creoles, Mahebourg, Airport		



AIRPORT SHUTTLE SERVICES

Cost per day (24 hours) for a dedicated vehicle and driver to perform shuttle trips within airport premises and to/from Holiday Inn airport hotel from/to the airport. Approximately 20 roundtrips per day.

MUR.....

*Note: Prices quoted above are to be **inclusive of VAT**.*

ATTACHMENT 14

ADHERENCE TO TERMS AND CONDITIONS GOVERNING THE AGREEMENT

I confirm that I have read and understood all the terms and conditions of the proposed agreement for the provision of transport services as detailed in enclosed Attachment 2 of this tender document and hereby agree to all these terms and conditions.

Deviations (if any):

Signed:

In the capacity of (*)

Duly authorised to sign for and on behalf of:

Date:

**The signatory's authority to sign must be attached or indicated to this application form.*

ATTACHMENT 15
DOCUMENT CHECKLIST

The following documents are to be submitted with the proposal:

S/N	Documents to be submitted	Tick if submitted
1	Certificate of incorporation and/or Business Registration Number	
2	Financial Statements including but not limited to Profit and Loss Statements and Balance Sheet for the past 2 years duly signed by a Certified Accountant	
3	Current PSVL (Public Service Vehicle Licences) as applicable	
4	Details of vehicles to be used (Owned, Leased, Hired and/or Subcontracted) with the following details of each vehicle: vehicles type, registration numbers, copy of registration book of each vehicle, vehicles age, valid fitness certificates, valid insurance certificates, PSVL etc	
6	Agreement with subcontractors specifying the conditions of the subcontracting if applicable	
7	Proof of vehicles equipped with speed limiters (maximum 80 kms/hr) and GPS as applicable	
8	No. of years in the transportation activity, list of current corporate customers with references and full details such as company name, contract duration, contract value, etc...	
9	Accident record register for the last 3 years as applicable	
10	Driver to vehicle ratio	
11	Vehicle servicing and maintenance procedures and plans	
12	Tender Bond	
13	All annexes duly completed and signed (wherever applicable)	

The following documents are to be submitted in case your proposal is selected prior to the start of operations:

1. List of Drivers
2. Birth Certificates of Drivers
3. Identity Cards of Drivers
4. Driving Licences of Drivers
5. Clean and unqualified Medical Certificates of Drivers
6. Clean and unqualified Certificates of Character of Drivers
7. Performance Bond
8. List of vehicles
9. Insurance
10. Valid PSVL