



# DEPARTMENT OF CIVIL AVIATION

## Request for Proposals (RFP) through Open Advertised Bidding

### Provision of Study for the Review of Charges for Air Navigation Services at the Department of Civil Aviation

Procurement Reference No:  
**CAV/QUO NO. 4 OF 2025/26**



# Request for Proposal

## LETTER OF INVITATION

Dear Sir,

**Subject: Provision of Study for the Review of Charges for Air Navigation Services at the Department of Civil Aviation**

1. You are hereby invited to submit technical and financial proposals for consultancy services for the **Department of Civil Aviation**, which could form the basis for future negotiations and ultimately, a contract between you and the **Department of Civil Aviation**.
2. The purpose of this assignment is to review the charges for Air Navigation Services at the **Department of Civil Aviation**.
3. The following documents are enclosed to enable you to submit your proposal:
  - (a) the Terms of Reference (TOR) (Annexure 1);
  - (b) supplementary information for consultants, including a suggested format of curriculum vitae (Annexure 2); and
  - (c) a sample format of the Service Contract under which the service will be performed (Annexure 3).
4. Any request for clarification should be forwarded via fax (No 6373164) or e-mail ([civil-aviation@govmu.org](mailto:civil-aviation@govmu.org)) addressed to the same person mentioned in para. 7. Request for clarifications should be received at latest 14 days prior to the deadline set for submission of proposals in para. 7.
5. The Government of the Republic of Mauritius requires that bidders/suppliers/contractors participating in the procurement in Mauritius observe the highest standard of ethics during the procurement process and execution of contracts.

Consultants are advised to consult the website of the Procurement Policy Office of Mauritius [ppo.govmu.org](http://ppo.govmu.org) to acquaint themselves with the legislations related to procurement in Mauritius



## 6. Eligibility

6.1 (a) In accordance with CIDB Act 2008, Consultants, whether local or foreign under an existing or intended joint venture operating in the construction sector have the statutory obligation to be registered with the Construction Industry Development Board (CIDB), as appropriate, prior to bidding for the project.

(b) Consultants are strongly advised to consult the website of the CIDB [cidb.govmu.org](http://cidb.govmu.org) for further details concerning registration of consultants.

6.2 (a) A consultant 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 and thereafter shall be disqualified.

(b) Proposals from consultants 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](http://ppo.govmu.org)

(c) Consultants should submit a statement on past and present declaration of ineligibility, if any, by any international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.

## 7. Submission of Proposals

The proposals from the consultants shall be submitted in two separate envelopes, viz., Technical and Financial, and should follow the form given in the "Supplementary Information for Consultants". The proposals should be deposited in the Bid box located at the Department of Civil Aviation Headquarters, **Department of Civil Aviation, SSR International Airport, Plaine Magnien, not later than 04 December 2025 at 11 00 hrs.**

Proposals should not be forwarded by electronic mail.

## 8. Deciding Award of Contract

Qualification and experience of the consultants shall be considered as the paramount requirement. The proposals will be evaluated on the basis of a maximum of 70 marks for Technical Proposals and 30 marks for Financial proposals. Proposals from consultants should score at least 50 marks for the Technical Proposals to be retained for further consideration.

Only those consultants scoring a total of 70 marks on the overall assessment shall be considered for the assignment. Negotiations will start with the Consultant scoring the highest marks and if negotiation is not successful, negotiation will start with the next best ranked Consultant and so on until an agreement is reached. Should you be contacted for negotiations, you must be prepared to furnish the detailed cost break-down and other clarifications to the proposals submitted by you, as may be required to adjudge the reasonableness of your price proposals.



REPUBLIC OF MAURITIUS

---

9. Please note that the Department of Civil Aviation is not bound to select any of the consultants submitting proposals.
10. It is estimated that the minimum duration of the assignment shall be for a period of **sixteen (16) weeks**. You should base your financial proposal on these figures, giving an indication of man-months considered necessary by you to undertake the assignment. The extent to be spent in Mauritius and that in office outside Mauritius should be clearly indicated. The rate proposed in your submission will be applied in case the duration of the assignment is to be extended.
11. You are requested to hold your proposal valid for **sixty (60) days** from the deadline for submission of proposals during which period you will maintain without change, your proposed price. The Department of Civil Aviation will make its best efforts to finalize the agreement within this period.
12. Please note that the cost of preparing a proposal and of negotiating a contract including visits to Mauritius, if any, is not reimbursable as a direct cost of the assignment..
13. Assuming that the contract can be satisfactorily concluded in **sixteen (16) weeks**, you will be expected to commence with the assignment in **six (6) weeks** time.

#### 14. Tax Liability

Please note that the remuneration which you receive from this contract will be subject to normal tax liability in Mauritius.

Consultant, other than Mauritian nationals, shall be subject to local taxes (such as: value added tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract.

Note: With respect to temporary admissions, the temporary admission regime under the Customs Act will apply.

Consultants are requested to contact the Mauritius Revenue Authority at the following address to obtain the relevant information in this respect.

Mauritius Revenue Authority  
Ehram Court, Cnr Mgr. Gonin & Sir Virgil Naz Streets, Port Louis  
Mauritius  
Tel: +230 207 6000 • Fax: +230 207 6053  
Email: [largetaxpayer@mra.mu](mailto:largetaxpayer@mra.mu)  
Website: <http://mra.mu>

15. The Consultant shall meet the cost of any insurance and/or medical examination or treatment required by him/her in the course of performing the services.



REPUBLIC OF MAURITIUS

---

- 16.** We commit ourselves to maintain the highest standard of integrity and ethical principles during all stages of the procurement cycle.
- 17.** We should appreciate if you would inform us by facsimile:
- (a) your acknowledgment of the receipt of this Letter of Invitation; and
  - (b) whether or not you will be submitting the proposal.
- 18.** The Department of Civil Aviation would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

M. Y. S. Oozeer  
for Director of Civil Aviation

**Enclosures:** Annexure 1: Terms of Reference.  
Annexure 2: Supplementary Information to Consultant.  
Annexure 3: Draft contract under which service will be performed



## Annexure 1

# Terms of Reference

## Consultancy Services for the Review of Air Navigation Charges and Regulatory Charges at the Department of Civil Aviation

### Introduction

The actual rate for Air Navigation charges was implemented in 2007 and Regulatory charges in 2010 and have not been revised since. The current charges do not reflect today's charges of the industry. In this respect, the Department intends to review the above charges by taking into consideration inflation, fluctuation in exchange rate etc to be ad par with the requirement of ICAO based on a cost recovery basis.

### PART A. REVIEW OF CHARGES FOR AIR NAVIGATION SERVICE

#### Objective:

There is now a requirement to review these charges in the light of:

- variations in the cost of service provision since July 2007,
- investments incurred for the continued delivery of the service since July 2007, restructure of Mauritius Airspace with the implementation of Performance Based Navigation (PBN) including:
  - (a) New Standard Instrument Departures (SID) and Standard Arrivals (STAR) with Continuous Climb Operations (CCO) and Continuous Descent Operations (CDO)
  - (b) RNP1 specification for Terminal Control Area (TMA) and RNP4 Specification for Oceanic / Enroute Airspace
- proposed investments within the next five years for the continual improvement of service delivery, e.g. implementation of a surveillance system in Mauritius Flight Information Region, such as ADS-B.

Appropriate changes should then be proposed to the above-mentioned charges to ensure that the Department continues to recoup the costs of providing Air Navigation Services as well as a reasonable return on investment.

### Existing Route Air Navigation Charge

#### 1. Arrivals and Departures



REPUBLIC OF MAURITIUS

For all aircraft departing from or landing within the Mauritius FIR the Route Air Navigation Charge shall be as follows:

$$\text{RANC} = K_1 \times (D - 150) \times \text{Square root } (W/50)$$

Where:

$$K_1 = \text{Rs } 8.07$$

D = Distance flown in the Mauritius FIR expressed in nautical miles and where  $D > 150$  NM (no RANC is charged when D is 150 NM or less).

W = Maximum take-off weight of the aircraft expressed in metric tons.

## 2. Aircraft Overflying the Mauritius FIR

For all aircraft overflying the Mauritius FIR:

$$\text{RANC} = K_1 \times D \times \text{Square root } (W/50) \text{ Where:}$$

$$K_1 = \text{Rs } 8.07$$

D = Distance flown in the Mauritius FIR expressed in nautical miles. W — Maximum take-off weight of the aircraft expressed in metric tons.

### ➤ Approach and Aerodrome Charge (AAC)

For all aircraft landing at SSR International Airport:

$$\text{AAC} = K_2 \times W^{0.9}$$

Where:  $K_2 = \text{Rs } 98.47$

$W^{0.9}$  = Maximum take-off weight of the aircraft raised to the power of 0.9

### ➤ Aeronautical Meteorological Services Charge (AMSC)

For all aircraft flying within or through the Mauritius FIR:

$$\text{AMSC} = K_3 \times D \times \text{Square root } (W/50)$$

Where:  $K_3 = \text{Rs } 0.76$

D = Distance flown in the Mauritius FIR expressed in nautical miles.

W = Maximum take-off weight of the aircraft expressed in metric tons

## Scope of the Review:

1. In carrying out this review the consultant should comply with the International Civil Aviation Organisation (ICAO) and World Meteorological Organisation (WMO) policies and guidelines as contained in the following ICAO / WMO documents:

- ICAO DOC 9082: Tenth Edition: ICAO's Policies on charges for Airports and Air Navigation Services
- ICAO DOC 7100: Tariffs for airports and Air Navigation Services
- ICAO DOC 9161: Sixth Edition: Manual on Air Navigation Services Economics
- WMO DOC 904: Guide to Aeronautical Meteorological Services cost recovery



REPUBLIC OF MAURITIUS

---

2. It is not expected that the present structure of the charging system, namely the three-tiered structure consisting of Route Air Navigation charge (RANC), Approach & Aerodrome Charge (AAC) and Aeronautical Meteorological Service Charge (AMSC) will change.
3. However, a thorough review of all aspects of the provision of Air Navigation Services should be carried out to identify all elements of cost, direct and indirect and ensure that these are attributed to appropriate cost centres and charged for through one or more element of the three-tiered charging system. It should be noted that determination of costs related to Aeronautical Meteorological Service Charges will require investigation of relevant costs incurred by the Meteorological Services in the provision of aeronautical meteorological services to the aviation community.

## **Part B. REVIEW OF REGULATORY CHARGES**

### **Objective**

The Scheme of Charge was introduced in 2010 whereby the Scheme of Charge was introduced as a Schedule of the Civil Aviation Regulations. The Schedule provide for a certain number of activities of the Department which are recovered from the stakeholders and provision is also made for the recovering of charges on a man hour basis for regulatory functions not explicitly detailed in the Civil Aviation Regulations and the associated Mauritius Civil Aviation Requirements (MCARs).

Due to major changes in the regulatory framework whereby new field of activities has been introduced with the rapid evolution of the aviation industry such as State Safety Programme, Safety Management System, Performance Based Navigation, Airworthiness Review, Continuing Airworthiness Management Organisation approval, Combines Airworthiness Organisation approval, Continuing Airworthiness for Light Aircraft (Part ML), Continuing Airworthiness Requirements etc.

There is an urgent need to review the outdated charging scheme in order to ensure that a proper and effective cost recovery system is in place for the Department Regulatory Oversight functions.

### **Scope of the Review:**

1. For the review of the Regulatory Charges, there are no specific prescribed ICAO guidelines which have to be followed. As per industry practice, Regulatory charges are normally established on a cost recovery basis and based on the following principles:
  - Non-discrimination
  - Cost-relatedness
  - Transparency
  - User consultation

The current Scheme of Charge which is detailed in the Second Schedule of the Civil Aviation Regulations have to be reviewed to ensure that the Department recuperates the



REPUBLIC OF MAURITIUS

---

cost incurred when performing our Regulatory Functions as per the Civil Aviation Regulations and the latest amended Mauritius Civil Aviation Requirements (MCARs). Additionally, due to the lack of experts locally, consultants have been appointed to assist the Department for the provision of oversight activities in the field of Flight Operations, Airworthiness and Air Navigation Services. In this respect, when reviewing the charges, the consultant should also take into consideration the recovery of the consultancy fees for the above-mentioned services.

## **PART C – TIMELINE AND DELIVERABLES**

### **AIR NAVIGATION CHARGES**

1. Following an initial review, a Draft Report to be submitted within 8 weeks of the start of the contract and submitted to the Director of Civil Aviation. The Draft Report should:
  - Contain specific recommendations as to the quantum of change to be brought to each component of the 3-tiered Charging system, specified in terms of percentage increases to the constants K1 K2 and K3 respectively.
  - Provide a detailed and comprehensive justification of these recommendations including full details of all working.
  - Provide for the indexation of these charges to a relevant price index and make recommendations as to the timing / frequency of price adjustments in the future
2. Within three weeks of the receipt of the Draft Report, the Director of Civil Aviation shall call a consultative meeting with all aviation stakeholders. At his meeting the Consultants shall be required to present the report and respond to any queries / comments from attendees. These attendees shall in addition be given a delay of two weeks to officially forward the views of their management to the Director of Civil Aviation for transmission to the Consultant.
3. A Final Report, taking into account, where appropriate, the comments / views expressed by the stakeholders, at consultative meeting or in the ensuing two weeks, shall then be submitted, within 5 weeks of the abovementioned Consultative Meeting, to the Director of Civil Aviation.



### **REGULATORY CHARGES**

1. Following an initial review, a Draft Report should be prepared within 8 weeks of the start of the contract and submitted to the Director of Civil Aviation. The Draft Report should:
  - Provide a detailed and comprehensive justification of these recommendations including full details of all working.
  - Provide for the indexation of these charges to a relevant price index and make recommendations as to the timing / frequency of price adjustments in the future
2. Within three weeks of the receipt of the Draft Report, the Director of Civil Aviation shall call a consultative meeting with all aviation stakeholders. At his meeting the Consultants shall be required to present the report and respond to any queries / comments from attendees. These attendees shall in addition be given a delay of two weeks to officially forward the views of their management to the Director of Civil Aviation for transmission to the Consultant.
3. A Final Report, taking into account, where appropriate, the comments / views expressed by the stakeholders, at consultative meeting or in the ensuing two weeks, shall then be submitted, within 5 weeks of the abovementioned Consultative Meeting, to the Director of Civil Aviation.



## Instructions to Consultants — Data Sheet

*[Comments in brackets provide guidance for the preparation of the Data Sheet, they should not appear on the final RFP to be delivered to the shortlisted Consultants]*

Paragraph Reference	
1.1	Name of the Client: <b>Director of Civil Aviation</b> Method of selection: QC BS (Quality Cost base selection)
1.2	Financial Proposal to be submitted together with Technical Proposal: Yes Name of the assignment is: Provision of study for the Review of Charges for Air Navigation Services at the Department of Civil Aviation
1.3	A pre-proposal conference will not be held.
1.4	The Client will provide meeting facilities for consultant with client's stakeholders
1.14	Proposals must remain valid 60 days after the submission date.
2.1	Clarifications may be requested not later than 14 days before the submission date. The address for requesting clarifications is: Director of Civil Aviation Department of Civil Aviation SSR International Airport Plaine Magnien. Mauritius Facsimile: 637 3164 E-mail: civil-aviation@govmu.org
4.3	Consultants must submit the original and 2 copies of the Technical Proposal, and the original of the Financial Proposal.
4.5	The Proposal submission address is: Director of Civil Aviation Department of Civil Aviation SSR International Airport Plaine Magnien. Mauritius



REPUBLIC OF MAURITIUS

Paragraph Reference																															
5.2 (a)	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; width: 20%;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultant relevant to the assignment:</td> <td style="text-align: right;">[0]</td> </tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Technical approach and methodology</td> <td style="text-align: right;">[20]</td> </tr> <tr> <td style="padding-left: 20px;">b) Work plan</td> <td style="text-align: right;">[20]</td> </tr> <tr> <td style="padding-left: 20px;">c) Organization and staffing</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td style="text-align: right;">Total points for criterion (ii)</td> <td style="text-align: right;">[60]</td> </tr> <tr> <td>(iii) Key professional staff qualifications and competence for the assignment:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Team Leader</td> <td style="text-align: right;">[20]</td> </tr> <tr> <td style="padding-left: 20px;">b) Financial Analyst</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td style="padding-left: 20px;">c) Economist</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td style="text-align: right;">Total points for criterion (iii):</td> <td style="text-align: right;">[40]</td> </tr> </tbody> </table> <p>Note:</p> <p>For item (iii)  The weightage shall be as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td>General qualifications:</td> <td style="text-align: right;">25%</td> </tr> <tr> <td>Adequacy for the assignment</td> <td style="text-align: right;">55%</td> </tr> <tr> <td>Experience</td> <td style="text-align: right;">20%</td> </tr> </tbody> </table> <p style="text-align: right;">Total points for the three criteria: 100</p> <p>The minimum technical score required to pass is: 50 Points</p>		<u>Points</u>	(i) Specific experience of the Consultant relevant to the assignment:	[0]	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:		a) Technical approach and methodology	[20]	b) Work plan	[20]	c) Organization and staffing	[10]	Total points for criterion (ii)	[60]	(iii) Key professional staff qualifications and competence for the assignment:		a) Team Leader	[20]	b) Financial Analyst	[10]	c) Economist	[10]	Total points for criterion (iii):	[40]	General qualifications:	25%	Adequacy for the assignment	55%	Experience	20%
	<u>Points</u>																														
(i) Specific experience of the Consultant relevant to the assignment:	[0]																														
(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:																															
a) Technical approach and methodology	[20]																														
b) Work plan	[20]																														
c) Organization and staffing	[10]																														
Total points for criterion (ii)	[60]																														
(iii) Key professional staff qualifications and competence for the assignment:																															
a) Team Leader	[20]																														
b) Financial Analyst	[10]																														
c) Economist	[10]																														
Total points for criterion (iii):	[40]																														
General qualifications:	25%																														
Adequacy for the assignment	55%																														
Experience	20%																														
5.7	<p>The formula for determining the financial scores is the following:</p> <p><math>S_f = 100 \times F_m / F</math>, in which <math>S_f</math> is the financial score, <math>F_m</math> is the lowest price and <math>F</math> the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are:  <b>T = 0.7</b> and  <b>P = 0.3</b></p>																														



# **SUPPLEMENTARY INFORMATION FOR CONSULTANTS**

## **Proposals**

1. Proposals should include the following information:

**(a) Technical Proposals**

- (i) Curriculum Vitae of consultant (F-2).
- (ii) An outline of recent experience on assignments/ projects of similar nature executed during the last five years in the format given in Form F-3.
- (iii) Any comments or suggestions of the Consultant on the Terms of Reference (TOR).
- (iv) A description of the manner in which the Consultant would plan to execute the work.
- (v) The Consultant's comments, if any, on the data, services and facilities to be provided by the Public body indicated in the Terms of Reference (TOR).

**(b) Financial Proposals**

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

2. The proposals shall be submitted in one original and two copies

## **Contract Negotiations**

3. The aim of the negotiations is to reach an agreement on all points with the Consultant and initial a draft contract by the conclusion of negotiations. Negotiations commence with a discussion of Consultant's proposal, the proposed work plan, and any suggestions you may have made to improve the Terms of Reference. Agreement will then be reached on the final Terms of Reference and the bar chart, which will indicate periods in weeks and reporting schedule.

Once these matters have been agreed, financial negotiations will take place and will begin with a discussion of your proposed payment schedule.

The financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates except in the event that there is only one responsive bidder whose evaluated rates substantially exceed the estimated cost and a re-bid exercise is not considered practical, such rates may be exceptionally negotiated.



## Review of Reports

5. A review committee of three members will review all reports and suggest any modifications/changes considered necessary within 15 days of receipt.

### FORM No. F-1

From : .....  
.....  
.....

To : .....  
.....  
.....

Sir

### Hiring of Consultancy Services for .....

I/We ..... herewith enclose Technical and Financial Proposals for selection as Consultant for the Department of Civil Aviation.

I/we undertake that, in competing 1 or (and, if the award is made to me/us, in executing) the above contract, I/we will strictly abide by the Conduct for bidders and Contractors as provided under the Public Procurement Act 2006 of Mauritius.

I/we hereby certify that 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 during our participation in the bidding process and we commit ourselves to observe the same principles if the contract is awarded to me/us and during its execution. We understand that transgression of the above is a serious offence and appropriate actions will be taken against me/us.

Yours faithfully

Signature : .....

Full Name : .....

Address : .....

.....

.....

.....



**FORM No. F-2**

Name of Consultant : .....

Profession : .....

Date of Birth : .....

Nationality : .....

Membership in  
Professional Bodies : .....

**Key Qualifications**

[Give an outline of experience and training most pertinent to tasks on assignment. Describe degree of responsibility held on relevant previous assignments and give dates and locations. Use about half a page.]

**Education**

[Summarize college/university and other specialized education, giving names of institutions, dates attended, and degrees obtained. Use the about one quarter of a page.]

**Employment Record**

[Starting with present position, list in reverse order every employment held. List all positions held since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and employers' references, where appropriate. Use about two pages.]

**Languages**

[For each language, indicate proficiency: excellent, good, fair, or poor, in speaking, reading, and writing.]

**Certification**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe qualifications, my experience, and me.

**Date :** Day / Month / Year

*Signature of Consultant*

**Full Name of Consultant**



**ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 5 YEARS**

Outline of recent experience on assignments of similar nature

SI No	Name of Assignment	Name of Project	Owner or Sponsoring Agency	Cost of Project	Date of Commencement	Date of Completion	Was Assignment Satisfactorily Completed

Note: Please attach certificates from the employer by way of documentary proof. (Issued by the Officer of rank not below that of Divisional Manager or equivalent.)



**FORM No. F-4**

**Cost Estimate of Services<sup>1</sup>**

**Remuneration**

<b>Consultant Name</b>	<b>Monthly Rate (in currency)</b>	<b>Working Months</b>	<b>Total Cost (in currency)</b>
<b>Sub-total (Remuneration)</b>			

**Out-of-Pocket Expenses<sup>2</sup>**

(a)	Per Diem <sup>3</sup>	Room Charge	Subsistence	Total	Days	<b>NOT APPLICABLE</b>
(b)	Air fare					
(c)	Lump sum miscellaneous Expenses <sup>4</sup>					
Sub-total Out-of-Pocket)						
Contingency Charges						
<b>TOTAL ESTIMATES</b>						

<sup>1</sup> Rates shall be used for extension of contract for Lump-sum basis and for Time-based contract at negotiation stage or as otherwise specified.

<sup>2</sup> Reimbursable at cost with supporting documents/receipts unless otherwise specified.

<sup>3</sup> Per Diem is fixed per calendar day and need not be supported by receipts

<sup>4</sup> To include reporting costs, visa, inoculations, routine medical examination, minor surface transportation and communications expenses, portorage fees, in-and out expenses, airport taxes, and such other travel related expenses as may be necessary.



## **Annexure 3**

**CONTRACT NO. : .....**

### **SERVICE CONTRACT**

**BETWEEN**

**DEPARTMENT OF CIVIL AVIATION**

**AND**

**NAME OF CONSULTANT**



REPUBLIC OF MAURITIUS

---

**THIS SERVICE CONTRACT** entered into this ....., between the Department of Civil Aviation (hereinafter called the "Client") and..... (hereinafter called the "Consultant").

**WITNESS THAT:**

**WHEREAS** the Department of Civil Aviation has determined the need to procure the services described, implied or referred to in this Contract, subject to the terms and conditions hereinafter set forth;

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

**NOW THEREFORE** the parties hereto have agreed as follows:

**ARTICLE I**  
**SCOPE OF SERVICES**

1.1 The services to be performed by the Consultant under this Contract (hereinafter called the "Services") are those described in the Terms of Reference attached hereto as Annex I to the present Contract. The Terms of Reference shall form an integral part of this Contract.

**ARTICLE II**  
**COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT**

2.1 The Consultant shall commence the Services on [ date] upon signature of the present Contract, and shall carry out the Services in a manner most suited to the requirements of the Contract and in accordance with the schedules and time limits established under the Terms of Reference (annex I) or indicated by the Department of Civil Aviation

2.2 The Services shall be for ..... calendar days, or whatever period as indicated by the Department of Civil Aviation, beginning on the date of commencement of the Services, and ending not later than .....



REPUBLIC OF MAURITIUS

---

**ARTICLE III**  
**DUTIES OF THE CONSULTANT**

- 3.1 The Consultant shall perform the services with all due care, diligence and efficiency, in accordance with the highest standards of professional competence, organization and responsibility, and in a manner acceptable to the Department of Civil Aviation.
- 3.2 The Consultant shall:
- (a) regularly report to, and obtain direction and guidance from the Department of Civil Aviation on all matters arising from or relating to the present Contract;
  - (b) promptly comply with such instructions as may be issued from time to time by the Department of Civil Aviation in connection with the performance of the services.
- 3.3 The Consultant shall perform the services to the satisfaction of the Department of Civil Aviation in accordance with the Terms of Reference and at such intervals as the Department of Civil Aviation may require.
- 3.4 The Consultant shall keep and maintain accurate and complete accounts in respect of expenditure incurred under the present Contract in such form and detail as shall be satisfactory to the Department of Civil Aviation for the purposes of making payment or settlement under the Contract, where applicable.
- 3.5 The Consultant shall meet the cost of any insurance and/or medical examination or treatment required by him/her in the course of performing the services.
- 3.6 The Consultant shall seek and obtain any visas or residence permits that he/she may require to carry out the services and perform his/her obligations under the present Contract. The Department of Civil Aviation shall, as necessary, assist the Consultant in obtaining such visas and/or permits.

**ARTICLE IV**  
**PAYMENT FOR THE SERVICES**

- 4.1 The Department of Civil Aviation shall pay to the Consultant, in respect of the services, the various amounts specified in Annex II to this Contract (hereinafter referred to as the "Contract Amount").
- 4.2 The Contract Amounts shall be paid to the Consultant in accordance with the modalities specified in Annex II to the present Contract, which forms an integral part hereof.



## **ARTICLE V** **CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

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

5.2 The documents, statistics, reports and data under the preceding paragraph shall, upon the completion of Services or termination of this Contract, be promptly returned to the Department of Civil Aviation

5.3 Any study, report or other material, graphic, software or otherwise, prepared by the Consultant for the Department of Civil Aviation under the Contract shall belong to and remain the property of the Department of Civil Aviation. The Consultant may retain a copy of such documents and software.

## **ARTICLE VI** **ASSIGNMENT AND SUB-CONTRACTING**

6.1 Except with the prior written consent of the Department of Civil Aviation, the Consultant shall not:

- (a) in whole or in part, assign, transfer or otherwise dispose of, his/her rights or obligations under the present Contract;
- (b) sub-contract, or otherwise transfer responsibility for, the whole or any part of the Services.

## **ARTICLE VII** **LIABILITY OF THE CONSULTANT**

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

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



REPUBLIC OF MAURITIUS

---

**ARTICLE VIII**  
**FORCE MAJEURE**

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

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

8.3 For purposes of this Article, an event of force majeure shall mean an unforeseen and unavoidable event beyond the reasonable control and contemplation of the party invoking the existence of such event, and which impacts directly on the discharge of the obligation under the Contract.

**ARTICLE IX**  
**TERMINATION OF CONTRACT**

9.1 The Department of Civil Aviation may, upon giving not less than seven (7) days' notice in writing to the Consultant, terminate the present Contract for cause if the Consultant has failed to perform the Services or to comply with his/her other obligations under the Contract.

9.2 The Department of Civil Aviation may terminate this Contract for its convenience at any time upon a determination that because of changed circumstances the continuation of the contract is not in the public interest.

9.3 The Consultant may terminate the present Contract if the Department of Civil Aviation has, within a period of forty-five (45) days after the due date, failed to pay any amount due to him/her in respect of which no dispute has arisen.

9.4 The parties hereto may by mutual agreement terminate this Contract.

9.5 If the present Contract is terminated under this Article, the Department of Civil Aviation shall be liable only for payment, in accordance with the payment provisions of the Contract, for the Services actually rendered prior to the effective date of termination, together with such other amounts incidental to the termination as may be reasonable in the circumstances. The Consultant shall not be entitled to recover anticipated profits on the completion of the contract.



REPUBLIC OF MAURITIUS

---

**ARTICLE X**  
**DISPUTE SETTLEMENT**

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

10.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, may be submitted by either Party for arbitration under the applicable law.

**ARTICLE XI**  
**MODIFICATION OR AMENDMENT**

11.1 Except by mutual agreement in writing between the parties, no change, modification or amendment shall be made to the present Contract.

11.2 Notwithstanding the preceding paragraph, the Department of Civil Aviation may at any time order or require changes in the scope of the Services. If such changes add to or reduce the cost of the Services, the Contract Amount shall be adjusted accordingly.

**ARTICLE XII**  
**EFFECTIVE DATE**

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

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



**ARTICLE XIII**  
**CHANNEL OF COMMUNICATIONS AND NOTICE**

13.1 For the purposes of the present Contract, the authorized representative of the Department of Civil Aviation shall be the Departmental Head (Air Traffic Management) or such other officer as he may designate for this purpose.

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

**For the Department of Civil Aviation:**

Mail Address                      Department of Civil Aviation  
   SSR International Airport  
   Plaine Magnien  
   REPUBLIC OF MAURITIUS

**For the Consultant**

Mail Address :

Telephone :

E-mail :



REPUBLIC OF MAURITIUS

---

**ARTICLE XIV**

(i) GOVERNING LAW

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

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

**FOR THE DEPARTMENT OF CIVIL AVIATION**

**FOR THE CONSULTANT**

.....

.....

Annex 1 = Terms of Reference

Annex 2 = Contract Amount and Method of Payment