



Department of Civil Aviation

BIDDING DOCUMENTS

for

Procurement of

Provision of Regulatory Oversight Functions in the field of Flight Operations and the Associated Services

Procurement Reference No: CAV/QUO: No. 08 of 2023/24

Employer: Department of Civil Aviation

Online e-Tendering

The e-Procurement System of the Republic of Mauritius has now reached its Phase 2 with evaluation of bids online up to award. The next and last Phase is expected to be completed shortly.

The e-Procurement System now allows for invitation for bids, downloading of bidding documents, request for clarification from suppliers, response to clarification and issue of addendum, submission of bids, closing of bids, bid opening, evaluation of bids and award of contract to be done online.

The process for Challenge and Review shall continue to be offline for some time.

Suppliers are hereby advised that it is a mandatory condition to have a digital certificate issued by a Certifying Authority licensed by the Republic of Mauritius to respond to any Invitation for Bid on the e-Procurement System. Further information may be obtained from the Supplier's User Guide attached to this bidding document.

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Part I – Bidding Procedures

Section I. Instructions to Bidders

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Section I - Instructions to Bidders

A. General

- 1. Scope of Bid**
- 1.1 The Public Body referred to herein after as the Employer, as defined in the **Bidding Data Sheet (BDS)**, invites bids for the Services, as described in the **BDS**. The name and identification number of the Contract is **provided in the BDS**.
- 1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date **provided in the BDS and the SCC Clause 2.3**.
- 1.3 Throughout these bidding documents, the terms:
- (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, online) with proof of receipt.
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day.
 - (d) “online refers to the e-Procurement System
- 2. Source of Fund**
- 2.1 The Services shall be financed by the Public Body’s own budgetary allocation, **unless otherwise stated in the BDS**.
- 3. Public Entities Related to Bidding Documents and to Challenge and Appeal**
- 3.1 The public entities related to these bidding documents are the Public Body, acting as procurement entity (Employer), the Procurement Policy Office, in charge of issuing standard bidding documents and responsible for any amendment these may require, the Central Procurement Board in charge of vetting bidding documents, receiving and evaluating bids in respect of major contracts and the Independent Review Panel, set up under the Public Procurement Act 2006 (hereinafter referred to as the Act).
- 3.2 Unsatisfied bidders shall follow procedures prescribed in Regulations 48, 49 and 50 of the Public Procurement Regulations 2008 to challenge procurement proceedings and award of procurement contracts or to file application for review at the Independent Review Panel.
- 3.3 Challenges and applications for review shall be forwarded to the

addresses indicated **in the BDS**;

- 4. Corrupt or Fraudulent Practices**
- 4.1 The Government of the Republic of Mauritius requires that bidders/suppliers/contractors, participating in procurement in Mauritius, observe the highest standard of ethics during the procurement process and execution of contracts.
- 4.2 Bidders, suppliers and public officials shall be aware of the provisions stated in sections 51 and 52 of the Public Procurement Act which can be consulted on the website of the Procurement Policy Office (PPO) : ppo.govmu.org.
- 4.3 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

For the purposes of this Sub-Clause:

- (i) “corrupt practice”¹ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”² is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”³ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”⁴ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material

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

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

³ For the purpose of this Contract, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁴ For the purpose of this Contract, “party” refers to a participant in the procurement process or contract execution.

to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

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

5. Eligible Bidders

- 5.1 Subject to ITB 5.4, a Bidder, and all parties constituting the Bidder, may have the nationality of any country except in the case of open national bidding where the bidding documents may limit participation to citizens of Mauritius or entities incorporated in Mauritius, if so qualified in the BDS. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or service providers for any part of the Contract.
- 5.2 All bidders shall provide in Section III, Response Templates, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract.
- 5.3 (a) A Bidder that is under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws at the date of the deadline for bid submission or thereafter, shall be disqualified.

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

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

- 5.4 A firm shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Mauritius prohibits any import of goods or contracting of works or services from a country where it is based or any payment to persons or entities in that country.
- 5.5 Government-owned enterprises in the Republic of Mauritius shall be eligible only if they can establish that they:
- (i) are legally and financially autonomous;
 - (ii) operate under commercial law, and
 - (iii) are not a dependent agency of the Purchaser.
- 5.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

6. Qualification of the Bidder

- 6.1 All bidders shall provide in Section III, Response Templates, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 6.2 (a) In the event that prequalification of potential bidders has been undertaken **as stated in the BDS**, only bids from prequalified bidders shall be considered for award of Contract, in which case the provisions of sub-clauses 6.3 to 6.6 hereafter shall not apply. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IV.
- (b) If, after opening of bids, where prequalification has not been undertaken, it is found that any of the document listed in 6.3 and 6.4 is missing the Employer may request the submission of that document subject to the bid being

substantially responsive as per clause 27. The non-submission of the document by the Bidder within the prescribed period may lead to the rejection of its bid.

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

- (a) scanned copies of original documents defining the constitution or legal status, place of registration, and principal place of business;
- (b) scanned written power of attorney of the signatory of the Bid or any other acceptable document to commit the Bidder and as otherwise **specified in the BDS**.
- (c) scanned copies of evidence of total monetary value of Services performed for each of the last five years;
- (d) scanned copies of evidence of experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (e) scanned copies of list of major items of equipment proposed to carry out the Contract;
- (f) scanned copies of documentary evidences of qualifications and experience of key site management and technical personnel proposed for the Contract;
- (g) scanned copies of original reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (h) scanned copies of original evidence of adequacy of cash-flow for this Contract (access to line(s) of credit and availability of other financial resources);
- (i) scanned copy of original authority of the Employer to seek references from the Bidder's bankers;
- (j) scanned copies of original documents information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
- (k) scanned copies of original proposals for subcontracting

components of the Services amounting to more than 10 percent of the Contract Price.

- 6.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **BDS**:
- (a) the Bid shall include all the information listed in ITB Sub-Clause 6.3 above for each joint venture partner;
 - (b) the Bid shall be signed so as to be legally binding on all partners;
 - (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;
 - (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 6.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:
- (a) a minimum average annual financial amount of work over the period **specified in the BDS**.
 - (b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) **as specified in the BDS**;
 - (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS**;
 - (d) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager; and

- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the **BDS**.

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

- 6.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 6.5(a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS**.

7. Conflict of Interest

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

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

(f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.

- 8. Cost of Bidding** 8.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.
- 9. Site Visit/Pre-bid Meeting** 9.1 (a) The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.
- (b) A pre-bid meeting shall be held if so indicated **in the BDS** to allow bidders to obtain clarifications on the bidding documents. Any information given in the course of the meeting that may have an incidence in the preparation of the bids shall be issued by the Public Body as addendum after the meeting, as per ITB 12.2, to form part of the Bidding Documents.

B. Bidding Documents

- 10. Content of Bidding Documents** 10.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 12:
- | | |
|--------------|---|
| Section I | Instructions to Bidders |
| Section II | Bidding Data Sheet |
| Section III | Response Templates |
| Section IV | Activity Schedule |
| Section V | Scope of Service and Performance Specifications |
| Section VI | General Conditions of Contract |
| Section VII | Special Conditions of Contract |
| Section VIII | Contract Forms |
- 10.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
- 11. Clarification of Bidding** 11.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Employer **using the online**

Documents**clarifications feature available in the e-Procurement System.**

The Employer will respond online to any request for clarification within seven days, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of bids indicated in **the BDS**. The e-Procurement System shall alert all those who have downloaded the Bidding Documents of any clarification issued by the Employer. The clarification shall include a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 12.

12. Amendment of Bidding Documents

- 12.1 At any time prior to the deadline for submission of bids (bid preparation and hash submission), the *Employer* may amend the Bidding Document by issuing addenda.
- 12.2 Any addendum issued shall be part of the Bidding Documents. All those who have downloaded the bidding documents shall be alerted by the e-Procurement System.
- 12.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids (bid preparation and hash submission), pursuant to ITB Sub-Clause 21.2.

C. Preparation of Bids**13. Language of Bid**

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

14. Documents Comprising the Bid

- 14.1 The Bid submitted online using the response templates provided for by the Bidder shall comprise the following:
- (a) The Form of Bid (in the format indicated in Section III);

- (b) Bid Security or Bid Securing declaration(where applicable);
- (c) Priced Activity Schedule;
- (d) Qualification Information Form and Documents;
- (e) Alternative offers where invited; and
- (f) any other materials required to be completed and submitted by bidders, as **specified in the BDS**.

14.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract.

15. Bid Submission Form and schedules

15.1 The Bid Submission Form, Priced Activity Schedules listed under ITB 143.1 shall be prepared and submitted online using response templates; certain documents where indicated shall be uploaded in scanned copies of the originals as response templates or as attachments to a template.

16. Bid Prices

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

16.2 The price to be quoted in the Bid Submission Form shall be the total price, excluding any discount offered.

16.3 The Bidder shall quote any unconditional discount and indicate the method for their application in the Bid Submission Form

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

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

16.6 If **provided for in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of

the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

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

17. Currencies of Bid and Payment

17.1 (a) The lump sum price shall be quoted in Mauritian Rupees only.

(b) for those inputs to the Services which the Bidder expects to provide from within the Republic of Mauritius, the prices shall be quoted and paid in Mauritian Rupees only; and

(c) **Unless otherwise stated in the BDS**, for those inputs to the Services which the Bidder expects to provide from outside the Republic of Mauritius, the prices shall be quoted and paid in Mauritian Rupees adjustable to foreign currencies to local suppliers or quoted in Mauritian Rupees and paid in foreign currencies in up to any three hard currencies to foreign suppliers.

(d) Where bidders are quoting as per (c) above, they should also provide the base rate of exchange used for quoting in Mauritian Rupees. In case no base rate is provided the prices shall be considered fixed and paid in Mauritian Rupees.

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

17.3 Bidders may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts included in the Lump Sum are reasonable and responsive to ITB Sub-Clause 17.1.

18. Bid Validity

18.1 Bids shall remain valid for the period after the deadline of bid submission (bid preparation and hash submission) **specified in the BDS**.

18.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by facsimile. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will

be required to extend the validity of Bid Security/Bid Securing Declaration for the period of the extension, and in compliance with ITB Clause 17 in all respects.

18.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

19. Bid Security

19.1 The Bidder shall furnish, as part of the Bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.

19.2 The Bid-Securing Declaration shall be in the form of a signed subscription in the Bid Submission Template.

19.3 The Bid Security shall be in the amount **specified in the BDS** and denominated in Mauritian Rupees or a freely convertible currency, and shall:

- (a) be issued by a reputable overseas bank located in any eligible country or any commercial bank operating in Mauritius selected by the Bidder
- (b) be substantially in accordance with the form of Bid Security included in Section III, Bidding Forms;
- (c) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 19.5 are invoked;
- (d) be submitted in its original form; copies will not be accepted;
- (e) remain valid for a period of 30 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 18.2;

19.4 If a Bid Security is required in accordance with ITB Sub-Clause 19.1, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 19.1, shall be rejected by the Employer as non-responsive.

- 19.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 37.
- 19.6 The Bid Security shall be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 18.2; or
 - (b) if a bidder refuses to accept a correction of an error appearing on the face of the Bid; or
 - (c) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 36; or
 - (ii) furnish a Performance Security in accordance with ITB Clause 37.
- 19.7 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.
- 19.8 If a bid security is **not required in the BDS**, and
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or
 - (b) if a bidder refuses to accept a correction of an error appearing on the face of the Bid; or
 - (c) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 36; or
 - (ii) furnish a Performance Security in accordance with ITB Clause 35.
- 19.9 The Bidder may be disqualified to be awarded a public contract in the Republic of Mauritius for a period of time to be determined by the PPO.

20. Alternative

- 20.1 **Unless otherwise indicated in the BDS**, alternative bids shall

Proposals by Bidders

not be considered.

- 20.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.
- 20.3 Except as provided under ITB Sub-Clause 20.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.
- 20.4 When bidders are **permitted in the BDS** to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section V. In such case, the method for evaluating such alternatives will be as **indicated in the BDS**.

21. Format and Signing of Bid

- 21.1 The Bidder shall prepare the bid online in the templates provided for, comprising of the bid as described in ITB 14.1
- 21.2 The online bid shall be digitally signed by a person duly authorized to sign on behalf of the Bidder.

D. Submission of Bids

22. Sealing and Marking of Bids

- 22.1 (a) Bidders shall submit their bids online. **No bids submitted manually shall be accepted, except for and if so specified in the BDS, the Bid Security, and/or any other items such as bulky documents and drawings which are not available in soft copies or may not be scanned for submission online.**
- (b) where Bid Security and/or bulky documents referred to in the preceding paragraph have to be submitted manually they shall be forwarded to the Office of the Public Body

before the deadline date and time scheduled for Bid Submission (bid preparation and hash submission), **as specified in the BDS.**

(c) Bidders shall follow the Guidelines provided for online submission

22.2 Any envelope or parcel containing the Bid Security/documents, where applicable, shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer as indicated in ITB 22.1;
- (c) bear the specific identification of this bidding process indicated in accordance with ITB 1.1; and
- (d) bear a warning not to open before the time and date for bid opening.

22.3 If the envelope containing the bid security/drawings/printed materials is not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the envelope.

23. Deadline for Submission of Bids

23.1 Bid submission (Bid preparation and hash submission) must be executed online before the start date and time specified for bid closing in the BDS. Bid Security in its original format and other items, if allowed by the Employer, must be submitted to the Employer at latest by the same time and date, and at the place **specified in the BDS.**

23.2 The Employer may, at its discretion, extend the deadline for the bid preparation and hash submission (bid submission) and submission of envelopes/bid security where applicable, by amending the Bidding Documents in accordance with ITB Clause 12, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Bids

24.1 The Employer shall not consider any Bid Security/envelope/parcel, if applicable, that arrives after the deadline for their submissions in accordance with ITB Clause 23.

25. Modification,

25.1 A Bidder may withdraw, substitute or modify its bid any time

substitution and Withdrawal of Bids prior to the deadline set for bid preparation and hash submission (bid submission).

25.2 Since the e-Procurement System allows modifications/substitutions of Bid Data and attachments by the Bidders up to the last date and time of bid Preparation and hash submission, Bidders are allowed to rework on their bids as many times as required. However, after the deadline set for the bid preparation and hash submission, the Time-lock feature of the e-Procurement system will not allow Bidders to modify/substitute their bid data and attachments in any way.

25.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline set for Bid Preparation and Hash Submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

25.4 For further guidance on withdrawal, substitution and modification, Bidders are requested to refer to the Guidelines for Suppliers.

E. Bid Opening and Evaluation

26 (i) Decryption and Re-encryption 26.1 Bidders shall decrypt and re-encrypt their bids within the time schedule **provided in the BDS** to enable opening of their bids. The time lock feature in the system will not allow bidders to decrypt and encrypt their bids outside the specified time frame.

26.2 Where the bidder does not execute the decryption and re-encryption of its bid within the time frame provided in ITB 26.1, the bid shall not be accessible for opening. In such cases the bid shall be deemed to have been withdrawn by the bidder.

(ii) Bid Opening 26.3 The Employer shall conduct the bid opening on line at the date, time and place specified in the **BDS**, in the presence of bidders or their representatives who choose to attend. The online opening shall allow bidders to view the status of bids received online, name of bidders, prices as appearing in the Bid Submission Forms and Comparison Statements.

26.4 Where manual submission of documents and/or bid security have been allowed, the Employer shall open the envelopes concurrently. Envelopes containing Bid Security/documents shall be opened one at a time, reading out: the name of the Bidder and presence of Bid Security, if applicable.

- 26.5 The Employer will shortly after completing the online opening provide a record of the Bid opening online that shall include, as a minimum: the name of the Bidder, the Bid Price per lot if applicable, including any discounts, presence of Bid Security, if applicable and alternative offers if they were permitted. Bidders will be able to view these records online.
- 27. Process to Be Confidential**
- 27.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.
- 27.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.
- 28. Clarification of Bids**
- 28.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing via e-mail or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 30.
- 28.2 Subject to ITB Sub-Clause 28.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.
- 28.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.
- 29. Examination of Bids and Determination**
- 29.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 5; (b) is accompanied by the required

of Responsiveness securities; and (c) is substantially responsive to the requirements of the bidding documents.

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

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

30. Correction of Errors

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

30.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security shall be forfeited or the Bid Securing Declaration exercised and in accordance with ITB Sub-Clause 19.6(b).

31. Currency for Bid Evaluation

31.1 The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB Clause 30, is payable (excluding Provisional Sums but including Daywork where priced competitively) in Mauritian Rupees at the selling rates on the closing date, established for similar transactions by the Bank of Mauritius.

32. Evaluation and

32.1 The Employer will evaluate and compare only the bids

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| Comparison of Bids | determined to be substantially responsive in accordance with ITB Clause 29. |
| | 32.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows: <ul style="list-style-type: none"> (a) making any correction for errors pursuant to ITB Clause 30; (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section IV, but including Day work, when requested in the Specifications (or Terms of Reference) Section V; (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 20; and (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 25.5. |
| | 32.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation. |
| | 32.4 The estimated effect of any price adjustment conditions under Sub-Clause 6.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation. |
| 33. Preference for Domestic Bidders | 31.1 Margin of Preference shall not be applicable. |

F. Award of Contract

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| 34. Award Criteria | 34.1 Subject to ITB Clause 35, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance |
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with the provisions of ITB Clause 5, and (b) qualified in accordance with the provisions of ITB Clause 6.

- 34.2 If, pursuant to ITB Sub-Clause 14.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.
- 35. Employer’s Right to Accept any Bid and to Reject any or all Bids** 35.1 Notwithstanding ITB Clause 34, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders.
- 36. Notification of Award and Signing of Agreement** 36.1 Prior to the expiration of the period of bid validity, the Employer shall, for contract amount above the prescribed threshold, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to challenge and Appeal the Employer shall notify the selected Bidder, in writing, by a Letter of Acceptance for award of contract. It will state the sum that the Employer will pay to the Service Provider in consideration of the execution of the services by the Service Provider as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”). Within seven days from the issue of Letter of Acceptance the Employer shall publish on the Public Procurement Portal (publicprocurement.govmu.org) and the Employer’s website, the results of the Bidding process.
- 36.2 The issue of the Letter of Acceptance will constitute the formation of the Contract.
- The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance. Within 21 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 37.
- 37. Performance Security** 37.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form of a Bank Guarantee

stipulated in the BDS, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.

- 37.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either at the Bidder's option, by a commercial bank located in the Republic of Mauritius or a foreign bank through a correspondent commercial bank located in the Republic of Mauritius.
- 37.3 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 37.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.
- 38. Advance Payment and Security** 38.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount **stated in the BDS**.
- 39. Adjudicator** 39.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.
- 40. Debriefing** 40.1 The Employer shall promptly attend to all requests for debriefing for the contract, made in writing, and within 30 days from the date of the publication of award or date the unsuccessful bidders are informed about the award, whichever is the case, by following regulation 9 of the Public Procurement Regulation 2008 as amended.

Section II. Bidding Data Sheet

This section should be filled in by the Employer before issuance of the bidding documents. The insertions should correspond to the information provided in the Invitation for Bids

A. General	
ITB 1.1	<p>The Employer is Department of Civil Aviation</p> <p>The name and identification number of the Procurement is:</p> <p><i>Provision of Regulatory oversight functions in the field of Flight Operations and the Associated Services</i></p> <p>Procurement Reference No: CAV/QUO: No. 8 of 2023/24</p>
ITB 1.2	<p>The Intended Completion period is: 30 November 2026</p> <p>The contract shall be initially for a period of 12 months and renewable for a period of 24 months on a yearly basis, upon satisfactory performance and based on the requirements of the Department of Civil Aviation.</p>
ITB 2.	The Funding Agency is: Department of Civil Aviation
ITB 3.3	<p>(a) Challenges shall be addressed to:</p> <p style="text-align: center;">Director of Civil Aviation Department of Civil Aviation SSR International Airport Plaine Magnien Republic of Mauritius</p> <p style="text-align: center;">Tel : (230) 6032000 Fax : (230) 6373164 Email : civil-aviation@govmu.org Website : http://civil-aviation.govmu.org</p> <p>(b) Application for Review shall be addressed to:</p> <p style="text-align: center;">The Chairperson Independent Review Panel, 5th Floor, Belmont House Intendance Street, Port Louis, Mauritius. Tel: 260 2228 Email: irp@govmu.org</p>

ITB 5.1	This procurement is being carried out on an open advertised international bidding.
ITB 6.2	Pre-qualifications have not been carried out.
ITB 6.3	The Qualification Information and Bidding forms to be submitted are as specified at Section V. Scope of Service and Performance Specifications.
ITB 6.3(b)	<p>This authorization shall consist of written confirmation and shall be attached to the bid. It may include a delegation of power by resolution of the Board of a company or from the CEO, himself holding power from the Board or from a Director being a shareholder of a company or through a Power of Attorney.</p> <p>The name and position held by each person signing the authorization must be typed or printed below the signature.</p> <p>(b) In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 5.4, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.”</p> <p><i>Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose.</i></p>
ITB 6.4	The information needed for Bids submitted by joint ventures is as follows: None
ITB 6.5	The qualification criteria in Sub-Clause 6.5 are modified as follows : None
ITB 6.5(a), (b), (c), (e)	Refer to Section V. Scope of Service: Para. (1.2) and (1.3).
ITB 6.6	Subcontractors’ experience will not be taken into account.
B. Bidding Data	
ITB 9.1 (b)	No pre-bid meeting
C. Preparation of Bids	
ITB 14.1	The additional materials required to be completed and submitted : None
ITB 16.4	The contract shall be a fixed, unconditional and non-adjustable offer.

ITB 17.1 (c)	Prices quoted for foreign inputs shall be payable in foreign currencies. Foreign inputs shall be quoted in US DOLLARS (USD) or EUROS or Great Britain Pound Sterling.
ITB 18.1	The period of Bid validity shall be 120 days after the deadline for Bid submission specified in the BDS.
ITB 19.1	The Bidder shall subscribe to a Bid Securing Declaration by signing the Bid Submission Form (at Section III: Bidding Forms) containing the provision with regard thereto.
ITB 19.3	Bid security is not required.
ITB 20.1	Alternative bids are permitted.
ITB 20.2	Alternative times for completion are not permitted.
ITB 20.4	Alternative technical solutions are not permitted.
D. Submission of Bids	
ITB 22.1 (a)	Bidders <i>shall</i> submit their bids electronically.
ITB 23.1	Bidders <i>shall</i> submit their bids electronically. Bidders shall complete their bid preparation and hash submission on line before the start Date and Time for Bid closing, Bid Closing: Start Date and Time (Mauritian): <i>as per key activity schedule online</i> End Date and Time (Mauritian): <i>as per key activity schedule online</i>
E. Bid Opening and Evaluation	
ITB 26.1	Bid Data decryption and re-encryption Bidders shall decrypt and re-encrypt their bids (as explained in the Guideline) within the time frame indicated hereunder: Start Date and Time (Mauritian): <i>as per key activity schedule online</i> End Date and Time (Mauritian): <i>as per key activity schedule online</i>
ITB 26.3	Bid Opening Online Bid Opening

	<p>Start Date and Time (Mauritian): <i>as per key activity schedule online</i></p> <p>End Date and Time (Mauritian): <i>as per key activity schedule online</i></p>
F. Award of Contract	
ITB 37.1	The Performance Security acceptable to the Department of Civil Aviation shall be the in the Standard Form of an unconditional Bank/Insurance Guarantee and as per format as at Section VIII: Contract Forms and for an amount of 10 percent of the yearly Contract Price. The duration of the performance security shall be valid up to two months after the completion date of the contract.
ITB 39.1	No adjudicator will be appointed for this procurement and any dispute arising shall be subject to the procedures of the laws of Mauritius. If any dispute arises between the Department of Civil Aviation and the service provider in connection with or arising out of the contract, the parties shall seek to resolve any such dispute by amicable agreement. If the parties fail to resolve such dispute by amicable agreement, within 14 days after one party has notified the other in writing of the dispute, then the dispute shall be referred to court in Mauritius by either party.

Section III. Response Templates

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Response Templates

This Section refers to templates that have to be used for online bidding. Some of them are already provided in the e-Procurement System whereas others are required to be uploaded in the format of documents contained herein.

1. Bid Submission Form

Bidders are required to fill in the Bid Submission Form as a response template which contains a copy of the Bid Securing Declaration as part of the template. This template is applicable for a procurement where the public body may either require a Bid Security or just a Bid Securing Declaration.

In case the public body has requested a Bid Security in the Bid Data Sheet, Bidders will be required to upload the scanned copy of their Bid Security as a response template and to forward the original as a document to reach the public body before the deadline for the submission of bids.

2. Qualification Information

Bidders have to fill in the response templates provided in the e-procurement system in respect of the data required hereunder.

The response templates cater for all the criteria and sub-criteria and also allow bidders to upload some data as per the tables format hereunder.

The information to be filled in the templates shall be used for the purpose of post-qualification or for verification of prequalification as provided for in ITB Clause 6.

- 1. Individual Bidders or Individual Members of Joint Ventures**
- 1.1 Constitution or legal status of Bidder: *[attach copy]*
- Place of registration: *[insert]*
- Principal place of business: *[insert]*
- Power of attorney or other acceptable document of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Services performed in five years, in the internationally traded currency specified in the BDS: *[insert]*
- 1.3 Services performed as Prime Service Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

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

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

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

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

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

- 1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 4.1.

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

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

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

1.11 Statement of compliance with the requirements of ITB Sub-Clause 4.2.

1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

2. Joint Ventures

2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.

2.2 The information in 1.12 above shall be provided for the joint venture.

2.3 Attach the power of attorney or other acceptable document of the signatory (ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.

2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that

(a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

(b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and

(c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

3. Additional Requirements

3.1 Bidders should provide any additional information required in the BDS and to fulfill the requirements of ITB Sub-Clause 5.1, if applicable.

Part II – Activity Schedule

Section IV. Activity Schedule

Templates for Activity Schedules

1. Online submission of Detailed Activity Schedules

Bidders shall fill in the response templates provided for the Activity Schedules as prepared by the public body in the system.

The samples provided herein may assist public bodies in understanding the format of these templates and also to create templates in Xcel which public bodies may use for importing data in the response templates when filling in the details in the Activity Schedule.

Bidders may for their convenience download a set of the Detailed Activity Schedules in Xcel format which is available in the system as a separate attachment to the Bidding document. However, they will have to insert the prices against each item manually in the system.

2. Templates in the e-Procurement System

2.1 Templates for Activity Schedules

The Templates provided in the e-Procurement system basically allow for the public body to choose if bidders shall be limited to quote and be paid in fixed Mauritian Rupees or with adjustment to changes in rate of exchange for certain items to be incorporated in the works.

Public bodies may also choose to allow bidders to quote simultaneously for the base offer and for alternative(s) for anyone or more parts of the services. Likewise, templates for separate summary of Detailed Activity Schedules (with option from two formats) are provided where public bodies choose to allow submission of alternative bids.

2.2 Template models

Public bodies shall choose and customize the templates for bidders to respond to the invitation of bids as defined in the Bid Data Sheet' and the Scope of Service and Performance Specifications.

3. Response to Mandatory Criteria online

3.1 Templates for mandatory evaluation criteria

For all online bidding bidders have to respond to a set of mandatory evaluation criteria in respect of:

- (i) Eligibility and Conflict of Interest
- (ii) Qualification and Experience, and
- (iii) Technical compliance

Bidders may respond to these criteria using a drop down list on the basis of Complied, Not Complied or Partially Complied and support their response by filling in the text box provided for and/or by uploading documents where so allowed.

3.2 Eligibility Criteria *as per e-ps.*

3.3 Qualification and Experience *as per e-ps.*

3.4 Technical Compliance *as per e-ps*

Section V. Scope of Service and Performance Specifications

1.0 BACKGROUND

The Republic of Mauritius is located in Southern African continent, it is an island in the Indian Ocean east of Madagascar and includes Agalega Islands, Cargados Carajos Shoals (Saint Brandon), and Rodrigues with a total area of 2030 Sq Km. The terrain of the country is small coastal plain rising to discontinuous mountains encircling central plateau.

The Republic of Mauritius has stable democracy with regular free elections and a positive human rights record, the country has attracted considerable foreign investment and has earned one of Africa's highest per capita incomes.

The climate is tropical, modified by southeast trade winds; warm, dry winter (May to November); hot, wet, humid summer (November to May).

Since independence in 1968, Mauritius has developed from a low-income, agriculturally based economy to a middle-income diversified economy with growing industrial, financial, and tourism sectors.

The Tourism industry is directly linked with our aviation industry and the Department of Civil Aviation under the aegis of the Prime Minister's Office (External Communications Division) is responsible to regulate aviation related activities in Mauritius.

Presently, the Department has under its jurisdiction a fleet of 4 Airbus A350-941, 1 Airbus A330-200, 2 Airbus A330-941, 3 ATR 72-500, 2 Bell 206 Helicopter, 2 Airbus helicopter EC120B, 1 BD-700-1A11 Global 5000, 1 Bombardier BD-700-1A11 5500, 1 Beech 200, 3 Beech 1900, 8 LET 410 and 2 Cessna 182.

The above fleet is subject to change through the additional 9 LET 410 and addition of 2 AS350 B3. Air Mauritius is also planning to add additional aircraft to its fleet.

The Department of Civil Aviation is seeking the services of qualified consultancy firms or Joint Venture of Firms from the aviation industry to provide Technical Assistance in the field of Flight Operations and Associated Services including amongst others but not limited to Helicopter operations and Aviation Medicine by positioning one resident Fixed Wing Flight Operations inspector in Mauritius, who will be acting as the focal point for the associated services.

The Department of Civil Aviation is inviting proposals for the provision of Regulatory safety oversight functions in the field of Flight Operations and the Associated Services as detailed in section 1.4 below. The Selected firm shall be

required to position a resident inspector in Mauritius to perform safety oversight functions in Flight Operations.

The resident Inspector is expected to assist the Department to properly discharge its responsibilities and fulfil its Safety Oversight obligations as a Contracting State of ICAO by undertaking continued Flight Operations Surveillance of Mauritian registered aircraft, Mauritian Air Operator Certificate Holders, flight Crew Training, approval of Training Organisations, inflight and en-routes inspections, approval of flight simulator training, microlight and drone operations in Mauritius.

For the Associated Services in Helicopter operations and Aviation Medicine as mentioned in section 1.4 below, the selected firm is expected to provide appropriately qualified and experienced inspectors in the respective fields for an annual weekly oversight activity to ensure that the Department is properly discharging its responsibilities and fulfil its obligations as a Contracting States.

The Republic of Mauritius is one of the Southern African Country which has almost fully adopted the European Aviation Safety Agency (EASA) aviation regulations and requirements and as such the regulatory framework is similar.

1.1 Objectives

To enable the Department of Civil Aviation (DCA) in effectively fulfilling its Safety Oversight responsibilities as a contracting State, encompassing the continuous surveillance of Mauritian registered aircraft, holders of Mauritian Air Operator Certificates, Aviation Training Organizations, Flight Crew Training, and synthetic training devices. This includes coordinating with the Airworthiness, Personnel Licensing, Aviation Security Unit, Air Traffic Management, and Aerodrome units as necessary for project assessments from promoters and the issuance of Air Operator Certificates, among other functions

It will assist the Department of Civil Aviation (DCA) to properly discharge its Safety oversight duties and responsibilities assigned to it under the Chicago Convention as detailed in ICAO Annexes 1, 6, 8, 13, 18 and 19 and in conformity with the Mauritius Civil Aviation Regulations and associated requirements as published by the Department of Civil Aviation.

1.2 Qualifying Criteria's of the firm:

- (1) Collaborative approach while delivering consistently high-quality results and value for money;
- (2) The firm should also have experience in the provision of safety oversight function in other fields, amongst others Personnel Licensing, Dangerous Goods, Flight Crew Licensing, Ground Handling Services, Helicopter

operations, microlight operations, drone operations and Aviation Medicine;

- (3) Have at least 07 years of experience in conducting safety oversight functions in the Field of Flight Operations matters and experience in countries like Mauritius would be an advantage. Evidence of such experience should be clearly specified;
- (4) Have a pool of personnel (inspectors) holding the same qualifications and experience who can replace the resident inspector if the need arises;
- (5) The firm shall be capable to provide back office support in the field mentioned at (2) within in a reasonable delay for the provision of the services as per the bidding document;
- (6) Shall assist the Department in the development of its staff through the required training; and
- (7) Shall have the capability in supporting and assisting the Department in the investigation of incident and accident.

1.3 Qualifications and Experience of the resident inspector:

1. The proposed resident inspector must be holder of an Airline Transport Pilot Licence, and must have followed an acceptable safety inspector's course and must have a full knowledge of EASA regulations;
2. The proposed resident inspector shall be conversant with Annexes to the ICAO convention;
3. Have at least 05 years of experience with at least 5000 flight hours and working as an authorised Flight Operations Inspector. Evidence of such experience should be clearly specified;
4. The proposed resident inspector shall be knowledgeable and qualified in the transport of Dangerous Goods by Air;
5. The proposed resident inspector should be knowledgeable and qualified in the certification of ground handling services;
6. The proposed resident inspector should be familiar with microlight aircraft and drone operations;
7. The proposed resident inspector should be familiar with the concept of Safety Management System, SSP, Flight Crew Licensing Part FCL, Cabin Crew Part CC to undertake required compliance audit, oversight surveillance, SAFA/SANA inspection and to make recommendation for the approval of Aviation Training Organisation;
8. The proposed resident inspector should have attained the English proficiency level 6;

9. The proposed resident inspector shall be conversant with Regulatory IT tools (e.g. eAuthority and ECCAIRS);
10. The proposed resident inspector must have followed an Aircraft Accident/Incident Investigation course;

1.3.1 Duties of the resident inspector

1. Assist the Department in the day to day Flight Operation surveillance duties;
2. Mentoring/training of local Flight Operations Inspectors;
3. The proposed resident inspector should assist the Department to properly discharge its responsibilities and fulfils its obligations as a Contracting State in undertaking continued Surveillance of Mauritian registered aircraft, Mauritian Air Operator Certificate Holders, Aviation Training Organisation, Flight Crew Training, and Synthetic Devices used for training;
4. The proposed resident inspector shall undertake oversight surveillance related to the transportation of Dangerous Goods by Air and make necessary recommendation for the approval of dangerous goods manuals submitted by operators;
5. The proposed resident inspector will make appropriate recommendations for the certification of ground handling services;
6. The proposed resident inspector will carry out surveillance of microlight aircraft and DCA approved drone operators prior to start of operation and on an ad-hoc basis;
7. The proposed resident inspector will make recommendation for the approval of training organisations and simulator training;
8. The proposed resident inspector should also provide necessary advice and recommendations on the amendment to the Civil Aviation Regulations, Requirements etc. whenever there are amendments to ICAO Annexes and the EU or EASA Regulations/requirements;
9. The proposed resident inspector shall assist the Department for the conduct of aircraft accident and incident investigations; as required;
10. The proposed resident inspector must assist the Department to carry out SAFA/SANA inspections on a regular basis;
11. The proposed resident inspector shall conduct SMS audits of operators;
12. The proposed resident inspector shall assist the Department in the processing of application for the issuance of Flight Crew Licences and its Ratings and the issuance of Crew Member Certificate;

13. The proposed resident inspector shall observe Examiners and Instructors before granting the initial privileges as per DCA approved procedures;
14. The proposed resident inspector should liaise with the Airworthiness, Personnel Licensing, Aviation Security Unit, Air Traffic Management and Aerodrome units as and when required for assessment of project from promoters and issuance of Air Operator Certificate etc;
15. The proposed resident inspector shall review ICAO Annexes amendments for applicability and make appropriate recommendations to ensure that Mauritius is compliant with the proposed amendment of ICAO. In the event, Mauritius cannot comply with the proposed amendments, the proposed resident inspector will make recommendation for filling any differences and provide time frame for compliance if any.
16. The proposed resident inspector should periodically review and suggest amendment to the Department's internal procedures for any improvement or update as and when required, and
17. The proposed resident inspector should also have direct access to back office assistance to resolve any issues beyond the scope of his competence within a reasonable time, without delaying the operations of concerned operator.

1.3.2 Scope of Services

1. To sustain the departmental safety oversight system, encompassing tasks as maintaining records, formulating recommendations for enforcement actions and overseeing the occurrence reporting system;
2. Providing Technical Assistance to the Department of Civil Aviation for the enhancement and upkeep of the surveillance system pertaining to aircraft operations, incident investigation, in order to discharge its responsibilities towards ICAO as detailed in annexes 1, 6, 8,13, 18 and 19, and in conformity with the Mauritius Civil Aviation Regulations, in particular taking such actions as are necessary in coordination with the Department of Civil Aviation, in order to meet any implementation time scales once these are defined. Any such support as may be required to assist in the efficient functioning of the Department of Civil Aviation;
3. To undertake safety oversight surveillance of Mauritian Registered Airline including microlight aircraft and drone operation prior to start of operation and on an ad-hoc basis;
4. Conducting routine inspections such as the inspection of a station facility, apron, en-route operation and base and carry out necessary audits, inspections, survey and checks considered necessary at prescribed intervals;
5. Evaluating the operator's Safety Management System (SMS) effectiveness and ensure that adequate resources are dedicated to it;

6. The Conduct of such inspections or surveillance in accordance with an established work programme and applicable standard procedures and instructions;
7. Notifying the operator in writing of any significant deficiency and requesting a proposal for remedial action;
8. Conducting follow-up on inspection reports to ensure that appropriate action has been taken in a timely manner;
9. Submission of reports on each inspection or investigation in accordance with established procedures of the Department of Civil Aviation;
10. Investigation and reporting as required of possible violations regarding basic aviation law or related safety operating regulations and rules;
11. To make recommendations for the approval and renewal of designated senior examiners;
12. To make recommendations for the approval of simulator training;
13. Technical Assistance to the Director of Civil Aviation should also encompass in-house familiarization and training for Flight Operations inspectors or trainees, ensuring that they acquire the necessary knowledge, skills and competencies during the agreed training program. This training program aims to enable them to gain a comprehensive understanding of the responsibilities and duties associated with the role of a flight operations inspector;
14. Conduct of surveys for Commercial Air Transport and Private Operators as needed and engaging the expertise of other expert from head office for specialized inspections when necessary;
15. Reviewing and assessing applications for issuance of AOC and conducting continued surveillance for its renewal;
16. Survey/inspection for approval of Flight training organisation;
17. Aircraft inspection as and when required;
18. The certification of ground handlers;
19. Review for the approval of operator's dangerous goods manual and the surveillance of the transport of dangerous goods by Air;
20. The Conduct of continued surveillance of aircraft, including both scheduled and random inspections, which encompass ramp inspections for both domestic and foreign aircraft, and subsequently prepares task reports for approval;
21. To undertake review and evaluation of technical documents submitted by operators for approval purposes, and conduct of audits when deemed necessary;
22. Evaluation of existing and emerging international operational Standards and Practices in the context of flight operations and to assess the necessity of their adoption;

23. Evaluation of surveillance reports as well as tests reports conducted by inspectors, as the case may be;
24. Collaboration with Airworthiness Inspectors in joint air operator inspections, which are conducted for the issuance or renewal of Air Operator Certificates (AOCs), as well as random surveillance inspections for microlight and drone operator;
25. Investigation of aviation related incident/accident and issuance of appropriate recommendations as required;
26. When DCA requires any additional technical advice which is beyond the competence of the resident inspector, the latter shall liaise with the organisation's Head Office for necessary guidance and recommendation to resolve the issue.

1.4 Associated Services

The selected organisation shall be able to provide the Associated Services as mentioned in Section 1.0 Paragraph (8) above on a visiting basis (e.g. Helicopter operations surveillance and Aviation medical centres on an annual basis).

1.4.1 Helicopter Operations

Mauritius Helicopter Services Ltd (MHL) has two Bell 206 B helicopters and Corail Helicopters Ltd has two Airbus Helicopters EC 120B which are used primarily for sightseeing, airport to hotel and hotel to hotel transfer. Additionally, MHL is in the process to acquire two new AS350 B3 helicopters by the end of this year. To complement the work of the fixed wing Flight Operations Inspector who oversees the helicopter operation, there is need to have a specialist Helicopter Operations Inspector to carry out an annual two weeks audit on the operators for compliance with the Air Operator Certification Requirements of Mauritius which is based on the European Standards. The inspector should be available at the organisation's Head Office for any back office work outside the competency of the fixed wing resident inspector.

The Back office work will involve review of the helicopter operator's manuals as and when required.

1.4.2 Medical facility audit/assessor

There is presently two approved aero medical centres in Mauritius and same need to be audited for compliance with the Aviation Medical requirements for aero medical centres.

There is also need to have a medical assessor to review medical test undertaken at the medical centre.

Note: Costs for items 1.4.1 and 1.4.2 should be included in the financial proposal as a separate item. The Department reserves the right to take any of the Associated Services if the need arises.

1.4.3 Qualification and experience of the Associated Services.

The qualification of the proposed inspector should be acceptable to the Department of Civil Aviation and should have at least 5 years of experience as an authorised Inspector.

1.5 Conditions of Service

- (1) The hours of duty will be 08:45 hours to 16:00 hours, Monday to Friday and should be available after office hours and during weekends in case of Emergency.
- (2) All leaves should be approved by the Director of Civil Aviation at least one month prior to the leave. The Head Office must designate an Inspector holding the same qualifications and training to provide some remote assistance within reasonable delay to solve any urgent issue that may arise while the resident inspector is on leave.

SECTION VI: SPECIFICATIONS AND PERFORMANCE STANDARDS COMPLIANCE SHEET

[Bidders should complete columns C and D with the specification of the services offered. Also state “comply” or “not comply” and give details of any non-compliance/deviation to the specification required. Attach detailed technical literature if required. Authorise the specification offered in the signature block below.]

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/Deviation (if applicable)
<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>
1.2.1	Collaborative approach while delivering consistently high-quality results and value for money;		
1.2.2	The firm should also have experience in the provision of safety oversight function in other fields, amongst others Personnel Licensing, Dangerous Goods, Flight Crew Licensing, Ground Handling Services, Helicopter operations, microlight operations, drone operations and Aviation Medicine.		
1.2.3	Have at least 07 years of experience in conducting safety oversight functions in the field of Flight Operations matters and experience in countries like Mauritius would be an advantage. Evidence of such experience should be clearly specified;		
1.2.4	Have a pool of personnel (inspector) holding the same qualifications and experience who can replace the resident inspector if the need arises;		
1.2.5	The firm shall be capable to provide back office support in the field mentioned at (2) within in a reasonable delay for the provision of the services as per the bidding		

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/Deviation (if applicable)
<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>
	document;		
1.2.6	Shall assist the Department in the development of its staff through the required training;		
1.2.7	Shall have the capability in supporting and assisting the Department in the investigation of incident and accident;		
1.3.1	The proposed resident inspector must be holder of an Airline Transport Pilot Licence, and must have followed an acceptable safety inspector's course and must have a full knowledge of EASA regulations;		
1.3.2	The proposed resident inspector shall be conversant with Annexes to the ICAO convention;		
1.3.3	Have at least 05 years of experience with at least 5000 flight hours and working as an authorised Flight Operations Inspector Evidence of such experience should be clearly specified;		
1.3.4	The proposed resident inspector shall be knowledgeable and qualified in the transport of Dangerous Goods by Air;		

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/Deviation (if applicable)
<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>
1.3.5	The proposed resident inspector should be knowledgeable and qualified in the certification of ground handling services;		
1.3.6	The proposed resident inspector should be familiar with microlight aircraft and drone operations;		
1.3.7	The proposed resident inspector should be familiar with the concept of Safety Management System, SSP, Flight Crew Licensing Part FCL, Cabin Crew Part CC to undertake required compliance audit, oversight surveillance, SAFA/SANA inspection and to make recommendation for the approval of Aviation Training Organisation;		
1.3.8	The proposed resident inspector should have attained the English proficiency level 6;		
1.3.9	The proposed resident inspector shall be conversant with Regulatory IT tools (e.g. eAuthority and ECCAIRS);		
1.3.10	The proposed resident inspector must have followed an Aircraft Accident/Incident Investigation course;		

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/Deviation (if applicable)
<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>
1.3.1.1	Assist the Department in the day to day Flight Operation surveillance duties;		
1.3.1.2	Mentoring/training of local Flight Operations Inspectors;		
1.3.1.3	The proposed resident inspector should assist the Department to properly discharge its responsibilities and fulfils its obligations as a Contracting State in undertaking continued Surveillance of Mauritian registered aircraft, Mauritian Air Operator Certificate Holders, Aviation Training Organisation, Flight Crew Training, and Synthetic Devices used for training;		
1.3.1.4	The proposed resident inspector shall undertake oversight surveillance related to the transportation of Dangerous Goods by Air and make necessary recommendation for the approval of dangerous goods manuals submitted by operators;		
1.3.1.5	The proposed resident inspector will make appropriate recommendations for the certification of ground handling services;		
1.3.1.6	The proposed resident inspector will carry out surveillance of microlight aircraft and DCA approved drone operators prior to start of operation and on an ad-hoc basis;		

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/Deviation (if applicable)
<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>
1.3.1.7	The proposed resident inspector will make recommendation for the approval of training organisations and simulator training;		
1.3.1.8	The proposed resident inspector should also provide necessary advice and recommendations on the amendment to the Civil Aviation Regulations, Requirements etc. whenever there are amendments to ICAO Annexes and the EU or EASA Regulations/requirements;		
1.3.1.9	The proposed resident inspector shall assist the Department for the conduct of aircraft accident and incident investigations; as required;		
1.3.1.10	The proposed resident inspector must assist the Department to carry out SAFA/SANA inspections on a regular basis;		
1.3.1.11	The proposed resident inspector shall conduct SMS audits of operators;		
1.3.1.12	The proposed resident inspector shall assist the Department in the processing of application for the issuance of Flight Crew Licences and its Ratings and the issuance of Crew Member Certificate;		
1.3.1.13	The proposed resident inspector shall observe Examiners and Instructors before granting the initial privileges as per DCA approved procedures;		

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/Deviation (if applicable)
<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>
1.3.1.14	The proposed resident inspector should liaise with the Airworthiness, Personnel Licensing, Aviation Security Unit, Air Traffic Management and Aerodrome units as and when required for assessment of project from promoters and issuance of Air Operator Certificate etc;		
1.3.1.15	The proposed resident inspector shall review ICAO Annexes amendments for applicability and make appropriate recommendations to ensure that Mauritius is compliant with the proposed amendment of ICAO. In the event, Mauritius cannot comply with the proposed amendments, the proposed resident inspector will make recommendation for filling any differences and provide time frame for compliance if any.		
1.3.1.16	<p>The proposed resident inspector should periodically review and suggest amendment to the Department's internal procedures for any improvement or update as and when required;</p> <p>The proposed resident inspector shall review ICAO amendments and make appropriate recommendations to ensure that Mauritius is compliant with the proposed requirements of ICAO. In the event, Mauritius cannot comply with the proposed amendments, the proposed resident inspector will assist the department to develop an alternative means of compliance for onward submission to ICAO;</p>		

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/Deviation (if applicable)
<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>
1.3.1.17	The proposed resident inspector should also have direct access to back office assistance to resolve any issues beyond the scope of his competence within a reasonable time, without delaying the operations of concerned operator;		
1.3.2.1	To sustain the departmental safety oversight system, encompassing tasks as maintaining records, formulating recommendations for enforcement actions and overseeing the occurrence reporting system;		
1.3.2.2	Providing Technical Assistance to the Department of Civil Aviation for the enhancement and upkeep of the surveillance system pertaining to aircraft operations, incident investigation, in order to discharge its responsibilities towards ICAO as detailed in annexes 1, 6, 8,13, 18 and 19, and in conformity with the Mauritius Civil Aviation Regulations, in particular taking such actions as are necessary in coordination with the Department of Civil Aviation, in order to meet any implementation time scales once these are defined. Any such support as may be required to assist in the efficient functioning of the Department of Civil Aviation;		
1.3.2.3	To undertake safety oversight surveillance of Mauritian Registered Airline including microlight aircraft and drone operation prior to start of operation and on an ad-hoc basis;		

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/Deviation (if applicable)
<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>
1.3.2.4	Conducting routine inspections such as the inspection of a station facility, apron, en-route operation and base and carry out necessary audits, inspections, survey and checks considered necessary at prescribed intervals;		
1.3.2.5	Evaluating the operator's Safety Management System (SMS) effectiveness and ensure that adequate resources are dedicated to it;		
1.3.2.6	The Conduct of such inspections or surveillance in accordance with an established work programme and applicable standard procedures and instructions.		
1.3.2.7	Notifying the operator in writing of any significant deficiency and requesting a proposal for remedial action.		
1.3.2.8	Conducting follow-up on inspection reports to ensure that appropriate action has been taken in a timely manner.		
1.3.2.9	Submission of reports on each inspection or investigation in accordance with established procedures of the Department of Civil Aviation.		
1.3.2.10	Investigation and reporting as required of possible violations regarding basic aviation law or related safety operating regulations and rules.		

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/Deviation (if applicable)
<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>
1.3.2.11	To make recommendations for the approval and renewal of designated senior examiners;		
1.3.2.12	To make recommendations for the approval of simulator training;		
1.3.2.13	Technical Assistance to the Director of Civil Aviation should also encompass in-house familiarization and training for Flight Operations inspectors or trainees, ensuring that they acquire the necessary knowledge, skills and competencies during the agreed training program. This training program aims to enable them to gain a comprehensive understanding of the responsibilities and duties associated with the role of a flight operations inspector.		
1.3.2.14	Conduct of surveys for Commercial Air Transport and Private Operators as needed and engaging the expertise of other expert from head office for specialized inspections when necessary;		
1.3.2.15	Reviewing and assessing applications for issuance of AOC and conducting continued surveillance for its renewal;		
1.3.2.16	Survey/inspection for approval of Flight training organisation.		
1.3.2.17	Aircraft inspection as and when required,		

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/Deviation (if applicable)
<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>
1.3.2.18	The certification of ground handlers;		
1.3.2.19	Review for the approval of operator's dangerous goods manual and the surveillance of the transport of dangerous goods by Air;		
1.3.2.20	The Conduct of continued surveillance of aircraft, including both scheduled and random inspections, which encompass ramp inspections for both domestic and foreign aircraft, and subsequently prepares task reports for approval.		
1.3.2.21	To undertake review and evaluation of technical documents submitted by operators for approval purposes, and conduct of audits when deemed necessary;		
1.3.2.22	Evaluation of existing and emerging international operational Standards and Practices in the context of flight operations and to assess the necessity of their adoption;		
1.3.2.23	Evaluation of surveillance reports as well as tests reports conducted by inspectors, as the case may be;		
1.3.2.24	Collaboration with Airworthiness Inspectors in joint air operator inspections, which are conducted for the issuance or renewal of Air Operator Certificates (AOCs), as well as random surveillance inspections for microlight and drone operator;		

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/Deviation (if applicable)
<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>
1.3.2.25	Investigation of aviation related incident/accident and issuance of appropriate recommendations as required;		
1.3.2.26	When DCA requires any additional technical advice which is beyond the competence of the resident inspector, the latter shall liaise with the organisation's Head Office for necessary guidance and recommendation to resolve the issue.		
1.4	The selected organization shall be able to provide the Associated Services as mentioned in Section 1.0 Paragraph (8) above on a visiting basis (e.g. Helicopter operations surveillance and Aviation medical centres on an annual basis).		
1.4.1	<p>Mauritius Helicopter Services Ltd (MHL) has two Bell 206 B helicopters and Corail Helicopters Ltd has two Airbus Helicopters EC 120B which are used primarily for sightseeing, airport to hotel and hotel to hotel transfer. Additionally, MHL is the process to acquire two new AS350 B3 helicopters by the end of this year. To complement the work of the fixed wing Flight Operations Inspector who oversees the helicopter operation, there is need to have a specialist Helicopter Operations Inspector to carry out an annual two weeks audit on the operators for compliance with the Air Operator Certification Requirements of Mauritius which is based on the European Standards. The inspector should be available at the organisation's Head Office for any back office work outside the competency of the fixed wing resident inspector.</p> <p>The Back office work will involve review of the helicopter operator's manuals as</p>		

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/Deviation (if applicable)
<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>
	and when required.		
1.4.2	<p>There is presently two approved aero medical centres in Mauritius and same need to be audited for compliance with the Aviation Medical requirements for aero medical centres.</p> <p>There is also need to have a medical assessor to review medical test undertaken at the medical centre.</p> <p>Note: Costs for items 1.4.1 and 1.4.2 should be included in the financial proposal as a separate item. The Department reserves the right to take any of the Associated Services if the need arises.</p>		
1.4.3	The qualification of the proposed inspector should be acceptable to the Department of Civil Aviation and should have at least 5 years of experience as an authorised Inspector.		
1.5.1	The hours of duty will be 08:45 hrs to 16:00 hrs, Monday to Friday and should be available after office hours and during weekends in case of Emergency.		

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/Deviation (if applicable)
<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>
1.5.2	All leaves should be approved by the Director of Civil Aviation at least one month prior to the leave. The Head Office must designate an Inspector holding the same qualifications and training to provide some remote assistance within reasonable delay to solve any urgent issue that may arise while the resident inspector is on leave.		
<p>Name of Bidder</p> <p>Signature:</p> <p>Official Capacity:</p> <p>Date:</p>			

Part III – Conditions of Contract and Contract Forms

Section VII. General Conditions of Contract

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

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Section VI. General Conditions of Contract

A. General Provisions

1.1 Definitions

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

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

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

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

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

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

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

1.6 Authorized Representatives Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC**.

1.7 Inspection and Audit by the Public Body The Service Provider shall permit the Employer to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Employer, if so required by the Latter.

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

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

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

2.2 Commencement of Services

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

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

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

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

2.5 Force Majeure

2.5.1 Definition For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this

Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

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

2.6 Termination

2.6.1 By the Employer

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

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

For the purposes of this Sub-Clause:

- (i) "corrupt practice"⁵ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice"⁶ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "collusive practice"⁷ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another

⁵ For the purpose of this Contract, "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

⁶ For the purpose of this Contract, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

⁷ For the purpose of this Contract, "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

party;

(iv) “coercive practice”⁸ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

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

(f) Notwithstanding the above the Employer, after giving a prior notice of 30 days, may terminate the contract, in whole or in part at any time for its convenience upon a determination that because of changed circumstances the continuation of the contract is not in the public interest.

**2.6.2 By the
Service
Provider**

The Service Provider may terminate this Contract, by not less than thirty (30) days’ written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

(a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or

(b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

**2.6.3 Payment
upon
Termination**

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2 the Employer shall make the following payments to the Service Provider:

(a) remuneration pursuant to Clause 6 for Services satisfactorily

⁸ For the purpose of this Contract, “party” refers to a participant in the procurement process or contract execution.

performed prior to the effective date of termination;

- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

If the Contract is terminated for the Employer's convenience, the Service Provider will not be entitled to recover anticipated profits on the completion of the contract.

3. Obligations of the Service Provider

3.1 General

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

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the

Conflicting Activities

following activities:

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

3.2.4 Integrity Clause

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

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

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

3.4 Assignment

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

3.5 Indemnification

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

3.6 Insurance to be Taken Out by the Service Provider

- (a) The Service Provider shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- (b) The Service Provider shall provide and thereafter maintain all appropriate Employer's Liability and Workmen's compensation

insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

- (c) The Service Provider shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, or other equipment owned or leased by the Service Provider or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- (d) Except for the Employer's Liability and Workmen's compensation insurance, the insurance policies under this clause shall:
 - (i) Name the Employer as additional insured;
 - (ii) Include a waiver of subrogation of the Service Provider's rights to the insurance carrier against the Employer;
 - (iii) Provide that the Employer shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

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

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

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

**3.8 Reporting
Obligations**

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

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

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

of these documents, if any, shall be **specified in the SCC**.

3.10 Liquidated Damages

3.10.1 Payments of Liquidated Damages

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

3.10.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.10.3 Lack of performance penalty

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

3.11 Performance Security

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

4. Service Provider's Personnel

4.1 Description of Personnel

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

4.2 Removal and/or Replacement of Personnel

(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent

or better qualifications.

- (b) If the Employer finds that any of the Personnel have:
- (i) committed serious misconduct or have been charged with having committed a criminal action, or
 - (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel,

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

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

5. Obligations of the Employer

5.1 Assistance and Exemptions The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**

5.2 Change in the Applicable Law If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

6.1 Lump-Sum Remuneration The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

- 6.2 Contract Price**
- (a) The price payable in local currency is **set forth in the SCC.**
 - (b) The price payable in foreign currency is set **forth in the SCC.**

6.3 Payment for 6.3.1 For the purpose of determining the remuneration due for

- Additional Services, and Performance Incentive Compensation** additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** 6.4 Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee from a bank operating in Mauritius for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.
- 6.5 Interest on Delayed Payments** 6.5 If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.
- 6.6 Price Adjustment** 6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:
- $$P_c = A_c + B_c \frac{L_{mc}}{L_{oc}} + C_c \frac{I_{mc}}{I_{oc}}$$
- Where:
- P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.
- A_c , B_c and C_c are coefficients specified in the SCC, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and
- L_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and L_{oc} is the index prevailing 28 days before Bid opening for labor; both in the specific currency “c”.
- I_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and I_{oc} is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency “c”.
- If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a

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

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

6.7 Dayworks

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

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

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

6.8 Labour Clause

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

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

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

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

- (a) showing the rates of remuneration and hours of work

- of the various categories of employees employed in the execution of the contracts;
- (b) stating whether any remuneration payable in respect of work done is due;
 - (c) containing such other information as the Chief Executive Officer of the Public Body administering the contract may require to satisfy himself that the provisions under this clause have been complied with.
- 6.8.3 Where the Chief Executive Officer of the Public Body administering the contract is satisfied that remuneration is still due to an employee employed under this contract at the time the claim for payment is filed under subsection 1, he may, unless the remuneration is sooner paid by the Service Provider, arrange for the payment of the remuneration out of the money payable under this contract.
- 6.8.4 Every Service Provider shall display a copy of this clause of the contract at the place at which the work required by the contract is performed.

7. Quality Control

7.1 Identifying Defects

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

7.2 Correction of Defects, and lack of Performance Penalty

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

8. Settlement of Disputes

8.1 Amicable Settlement

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

8.2 Dispute Settlement

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place **shown in the SCC**.

8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

Section VIII. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is Not Applicable
1.1(d)	The contract name is ' Provision of Regulatory oversight functions in the field of Flight Operations and the Associated Services '
1.1(g)	The Employer is Department of Civil Aviation.
1.1(l)	The Member in Charge is [<i>name of Member Leader of the Joint Venture</i> .]
1.1(o)	The Service Provider is [<i>insert name</i>]
1.4	<p>The addresses are:</p> <p>Department of Civil Aviation SSR International Airport Plaine Magnien Republic of Mauritius Tel : (230) 6032000 Fax : (230) 6373164 Email : civil-aviation@govmu.org Website : http://civil-aviation.govmu.org</p> <p>Attention: Director of Civil Aviation</p>
1.6	<p>For the Employer: Director of Civil Aviation</p> <p>For the Service Provider: _____</p>
2.1	<p>The date on which this Contract shall come into effect is:</p> <p>01 December 2023</p>
2.2.2	<p>The Intended Starting Date for the commencement of Services is:</p> <p>01 December 2023</p>
2.3	<p>The contract shall be initially for a period of one year renewable upon satisfactory performance and based on the requirements of the Department of Civil Aviation on a yearly basis over a period of two years.</p>
3.2.3	Activities prohibited after termination of this Contract are: NIL
3.7(d)	The other actions are Nil.

3.9	Restrictions on the use of documents prepared by the Service Provider are: All documents after expiry of contract.
3.10.1	The liquidated damages rate is Not Applicable.
3.10.3	Not Applicable
5.1	The assistance and exemptions provided to the Service Provider are: Not Applicable
6.2(a)	The amount in local currency is Not Applicable .
6.2(b)	The amount in foreign currency or currencies is <i>[insert amount and currency]</i> .
6.4	Payments shall be made upon submission of original invoice and addressed to: Director of Civil Aviation Department of Civil Aviation SSR International Airport Plaine Magnien Republic of Mauritius
6.5	Payment shall be made within 30 days of receipt of the original invoice. The interest rate is Bank Rate.
6.6.1	The contract shall be initially for a period of one year renewable upon satisfactory performance and based on the requirements of the Department of Civil Aviation on a yearly basis over a period of two years.
7.1	The principle and modalities of inspection of the Services by the Employer are as follows: Not Applicable . The Defects Liability Period is Not Applicable .
8.2.1, 8.2.2, 8.2.3 & 8.2.5	No adjudicator will be appointed.
8.2.4	Any dispute between the DCA and the service provider 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 to arbitration under the Applicable Law. Proceeding will be held in Mauritius.
8.2.5	Not Applicable

Tax Deduction at Source (TDS)	TDS will be applicable as per Fifth Schedule of the Income Tax Act. Bidders may consult the Mauritius Revenue Authority (MRA) on Website: www.mra.mu
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Section IX. Contract Forms

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Performance Security

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

Beneficiary:*Name and Address of Public Body*.....

Date...

PERFORMANCE GUARANTEE No.:.....

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

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

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

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

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

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

Signature(s).....

Letter of Acceptance

[date]

To: *[name and address of the Service provider]*

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

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

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

or

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

or

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

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

Please return the attached Contract dully signed

Authorized Signature: _____
 Name and Title of Signatory: _____
 Name of Agency: _____

Attachment: Contract

Form of Contract

LUMP-SUM REMUNERATION

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Service Provider’s Bid
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Scope of Service and Performance Specifications;
- (f) the Priced Activity Schedule; and
- (g) The following Appendices: *[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]*

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

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

[Authorized Representative]

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

[Authorized Representative]

[Note: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Service Provider

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]