



# **REQUEST FOR PROPOSAL**

**PROVISION OF STAFF TRANSPORT SERVICES**

**Taxi or Contract Car with Driver**

**Reference: PROC/455/25/MK**

**Date: 13 December 2025**

## 1. Introduction

Air Mauritius Limited (MK) is hereby inviting duly registered taxi owners and car rental companies to bid for the provision of transportation services for its employees, employees of its related companies and any other designated persons as requested by the company.

This Request for Proposal document details the specifications and requirement for the transport services within a transport network which spans around the Ste Croix - Pointe d'Esny axis.

Car rental companies must provide contract cars with drivers.

### About Air Mauritius Limited

Air Mauritius is the national carrier of the Republic of Mauritius. Incorporated in 1967, the airline's network today covers several destinations in Europe, Asia, Africa, Australia and in the India Ocean. It operates a fleet of 4 Airbus A350-900, 2 Airbus A330-900neo, 2 A330-200, 3 ATR72-600 and ATR72-500. Air Mauritius is a leading airline in the Indian Ocean and carries over 1.3 million passengers yearly. Additional information can be accessed via its website: [www.airmauritius.com](http://www.airmauritius.com)

## 2. RFP Objectives

This Request for Proposal (RFP) exercise aims at selecting a service provider capable to meet successfully the ground transportation needs of Air Mauritius Limited.

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

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

## 3. Eligible Bidders

To be eligible to participate in this tender exercise, the service provider must:

- (a) Have a minimum of 3 years' experience in the public transport service;

- (b) Shall be holder of valid Public Service Vehicle Licence – Taxi or Contract Car permit;
- (c) Put at the disposal of Air Mauritius Limited vehicles up to maximum of seven (7) years old, equipped with air conditioning system and seat belts during the contract term.

#### **4. Scope of Services**

The service provider is expected to provide safe, punctual, efficient, reliable and quality services as per MK requirements and exigencies. The requirements for staff transport services through taxi or contract car with driver are enclosed as **ATTACHMENT 1**.

It is the intent of Air Mauritius Limited to enter into a contractual agreement with the selected service provider for a three (3) year period effective **01<sup>st</sup> April 2026** for the provision of transport services through taxi or contract car with driver to employees of Air Mauritius Limited, employees of its related companies providing services to Air Mauritius as well as any other designated persons as requested by the company on a door-to-door and 24 x 7 basis. The contract shall be for an initial period of one year and may be renewed under the same terms and conditions for two (2) additional years subject to satisfactory performance.

The terms and conditions that will govern the agreement with the selected service provider is enclosed as **ATTACHMENT 2** and include but not limited to the following:

- a. General obligations of the service provider
- b. Obligations of the service provider with regards to required specifications of the vehicles
- c. Service Level Agreement
- d. Price structure (price revision mechanism) over the duration of the contract

#### Note 1

The weekly number of trips mentioned in ATTACHMENT 1 represents the company's best estimates and are subject to variations according to Air Mauritius Limited business operations. There is no guarantee that the stipulated number of weekly trips will necessarily be performed and the selected service provider shall apply the same price per trip in the event of any change in the number of trips.

#### Note 2

Air Mauritius reserves the right to modify a trip without notice resulting from the addition and/or deletion of names of employees and changes in

departure/arrival timings, due to the exigencies of the operations which would imply modification of the initial routing/timings. The service provider has an obligation to accommodate any such changes. The service provider is not allowed to combine trips or modify trips which have been allocated by Air Mauritius without the prior consent of appointed officers of the Transport Department.

## **5. Evaluation and Selection**

Air Mauritius Limited will evaluate proposals and select the service provider on the basis of the following:

1. The responsiveness of the proposal. That is the level of conformity and compliance with the RFP requirements, especially with the eligibility criteria listed in Section 3 above.
2. The proposal which is found to be the most value adding to Air Mauritius Limited, based on technical and financial aspects.

All proposals received will be carefully evaluated. Air Mauritius Limited may subsequently seek for clarifications regarding certain aspects of the proposal and will subsequently conduct negotiations and select the service provider which, in its assessment, has made the best proposal and will award the contract accordingly.

A letter of award will be issued to the selected service provider, subject to finalisation and signature of a written agreement by both parties. Unless or until a formal agreement is executed, the conditions of this RFP, the tender proposal together with the letter of offer and its acceptance thereof shall constitute a binding contract between Air Mauritius Limited and the selected service provider.

## **6. Contents of Proposal**

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

### **Technical Proposal**

The Technical Proposal shall comprise of the following compulsory documents / information:

1. Copy of Identity Card of taxi owner or Business Registration Card of car rental company

2. Copy of Taxi or Contract Car Public Service Vehicle (PSVL) Licence / permit
3. Copy of Horsepower and Insurance Certificate of proposed vehicle
4. Statement of Adherence to the terms and conditions governing the agreement duly completed and signed by the service provider as per enclosed **FORM I**; any deviations or amendments proposed by the service provider should be highlighted.

### **Financial Proposal**

The Financial Proposal shall comprise of the duly filled and signed pricing template as per enclosed **FORM II**. The price per trip shall be net of discount and inclusive of VAT.

### **7. Submission of Proposal**

Both the Technical Proposal and Financial Proposal must be signed by duly authorised person(s), submitted in English language.

Each proposal must include all information as outlined in this RFP document and must be sent in PDF format exclusively to our secured electronic tender email address as follows:

- Technical proposal to [MKtender2@airmauritius.com](mailto:MKtender2@airmauritius.com) by latest **12<sup>th</sup> January 2026**.
- Financial proposal to [MKtender3@airmauritius.com](mailto:MKtender3@airmauritius.com) by latest **12<sup>th</sup> January 2026**.

The maximum receiving capacity of the mailbox is 25 MB per e-mail. Should your proposal exceed this size limit, you are requested to send same in two or more parts.

Proposals received after the closing date will not be considered. Proposals shall be considered to have been received within the closing date and time when it has been successfully opened by Air Mauritius. The burden of proof for the successful sending and time of sending of such proposals shall be on the party sending such proposals.

Please quote the following reference in the subject line of your email: **“RFP Staff Transport Services (Taxi or Contract Car with Driver) – Ref PROC/455/25/MK”**

Once proposals are submitted at the above-mentioned electronic tender email address, bidders are advised to send a notification of the submission of bid to the email address stipulated in Section 8 (**WITHOUT ATTACHING THE PROPOSAL**) of this RFP document.

Important Notes:

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

## 8. Communication

All queries concerning this RFP should be addressed in writing to email address **RFP@airmauritius.com** by latest 29<sup>th</sup> December 2025.

Air Mauritius Limited shall, as far as possible, reply to all queries at least 2 working days prior to the deadline date for the submission of proposals.

Potential service providers shall notify Air Mauritius Limited in writing for clarification of any inconsistency, discrepancy or conflict within the content thereof or any figures and wording, or be in doubt as to the true meaning of any part of this RFP document.

All communications and exchange of correspondences shall be formal from the date of issue of this Request for Proposal until a binding contractual agreement is agreed and signed with the selected service provider(s) and the unsuccessful bidders have been notified.

## 9. General Conditions

All proposals submitted are subject to the following conditions:

- Air Mauritius Limited reserves the right to accept, split or reject any or all proposals received or cancel the tendering exercise without incurring any

liability towards any service provider and/or any obligation to inform any service provider of the grounds of its action.

- Non-acceptance of a service provider's proposal will mean that other proposal(s) were deemed more advantageous to Air Mauritius or that all proposals were rejected. Service providers, whose proposals are not accepted, will be notified after the issuance of a letter of award to the selected service provider and its acceptance thereof or in the event Air Mauritius Limited rejects all proposals.
- Air Mauritius Limited, its directors, employees or other representatives will not be liable for any cost or expenses incurred by any bidder in the preparation and submission of a proposal nor shall Air Mauritius Limited, its directors, employees or other representatives be liable for any damage, loss or cost (including legal costs) incurred or suffered by any bidder in connection with this RFP process.
- Service providers, their employees, subcontractors and agents (if any) shall keep all information concerning Air Mauritius Limited and any of their business activities acquired as a result of this RFP strictly confidential.
- Joint Venture: A tender submitted by a joint venture of two or more firms must be accompanied by the document of formation of the joint venture duly registered and authenticated by a Notary Public or other official deputised to witness sworn statements in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorised to represent and obligate it, the address for correspondence, the participation of several firms forming the joint venture and any other information necessary to permit a full appraisal of its functioning including a clause to the effect that the members of the joint venture are jointly and severally bound. One of the partners of the joint venture shall be nominated as being in charge, authorised to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture. The execution of the entire contract, including payment, shall be done exclusively with the partner in charge.
- Any canvassing or attempt to cause undue influence to obtain the contract will lead to disqualification from the selection exercise.

## **10. Anti-bribery and Corruption/Anti-money laundering provision**

Both MK and the service provider (each “a party” or together “the parties”) are fully committed to acting professionally, fairly and with integrity in all of its business dealings and relationships wherever it operates to counter bribery, corruption and money laundering. As such, each party represents and warrants to the other that neither it, nor its directors, employees or other



persons authorized to act on its behalf shall offer, give, solicit or accept any bribe or form of bribe such as fee, commission, payment, gift or other consideration during the course of its engagement with the other party either in connection with this RFP or any further agreement pursuant to this RFP that contravenes any applicable anti-bribery or anti-corruption or anti-money laundering legislation, rules and regulations as may be imposed by the relevant authorities and/or internal policies.

In the event that each party is aware or suspect any person from the other party in its dealings with the first party who had or may be in breach of the ABC and /or AML legislations as may be imposed by the relevant authorities and/or internal policies, it shall inform the other party immediately. If after consultation by all parties, any concern cannot be resolved in the good faith and reasonable judgment, then either party, on written notice to the other party, may terminate any Agreement with immediate effect.

## **11. Governing Law**

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

## ATTACHMENT 1

### ROUTINGS AND INDICATIVE NUMBER OF WEEKLY TRIPS

The table below provides an indicative weekly trip configuration pattern to/from SSR Airport:

	<b>TO/FROM AIRPORT</b>	<b>WEEKLY TRIPS</b>
1	STE CROIX / PORT LOUIS/ POINTE AUX SABLES/ GRANDE RIVIERE/ Q MILITAIRE / VERDUN/COROMANDEL	18
2	BEAU BASSIN / ROSE HILL/ QUATRE BORNES/SAINT PIERRE / MOKA	33
3	VACOAS/ST PAUL/ PHOENIX/ CAMP FOUQUERAUX/HIGHLANDS/MESNIL/ CASTEL/ WOOTON/ PINEWOOD/ LA MARIE/ HENRIETTA/ BELLE RIVE/ HERMITAGE	20
4	NOUVELLE FRANCE/ GRAND PORT / ST HUBERT/ GRAND BOIS / RIVIERE DES CREOLE / BOIS DES AMOURETTES/ CAMP DIABLE/ EAU BLEUE/ RIVIERE DU POSTE/ RIVIERE DES ANGUILLES/ RICHE EN EAU/ FOREST SIDE/ CUREPIPE/ FLOREAL/ LA FLORA/ MIDLANDS/ EAU COULEE/ BOIS CHERIE/ TYACK/ CLUNY/ L'ESCALIER/ BANANES/ UNION PARK	42
5	SOUILLAC/ SURINAM/ RIAMBEL/ CHEMIN GRENIER/ BEL OMBRE/ BAIE DU CAP/ LE MORNE/ RIVIERE NOIRE/ TAMARIN/ FLIC EN FLAC/ BAIE DU TOMBEAU/ TERRE ROUGE/ POINTE AUX PIMENTS/ TROU AUX BICHES/ GRAND BAIE/ PEREYBERE/ CAP MALHEUREUX/ ROCHES NOIRES/ GRAND GAUBE/ POSTE LA FAYETTE/ BELLE MARE/ FLACQ/PITON/ MORCELLEMENT ST ANDRE/TRIOLET/LONG MOUNTAIN/LALLMATIE/MONTAGNE BLANCHE/GRANDE RIVIERE SUD EST/ BEL AIR/ RIVIERE SECHE/ ST JULIEN VILLAGE & D'HOTMAN/ ALBION/ BEAU BOIS/ POINTE AUX BICHES/ CALODYNE/ LALLMATIE/ RIVIERE DU REMPART/ ERNEST FLORENT/ BAMBOU/ MEDINE	220
6	PLAINE MAGNIEN/ ROSE BELLE/ NEW GROVE/ MARE TABAC/ TROIS BOUTIQUES/ MAHEBOURG/ POINTE DESNY/GRAND BEL AIR	15
7	HOLIDAY INN HOTEL (AIRPORT)	2

## DEFINITION OF TRIP

A trip means the distance travelled ONE WAY by the vehicle of the service provider from one point to its final destination for the purpose of transporting Air Mauritius Limited employees and employees of its sister companies as well as any other designated persons as requested by the company and includes any waiting time not exceeding one hour. A maximum of 4 passengers may be planned on each trip.

In between stoppages during the trip are not considered as separate trips. For example, a trip from Ste Croix to the airport for pick up and dropping employees passing through Port-Louis, Pointe aux Sables, Coromandel, Beau Bassin, Moka, Quatre-Bornes, Rose-Hill, Vacoas, Curepipe, Nouvelle France, Rose Belle, Plaine Magnien is considered as one trip. The cost per trip will be from the airport to final destination irrespective of stoppages in between for pick up and dropping of crew/staffs in intermediate regions. For example if we have 2 crew to be dropped at Baie Du Tombeau and Grand Baie respectively, the applicable rate will be the Airport-Grand Baie rate quoted.

For transfer of crew, driver will have to transit for a few minutes through Operations Office within airport premises for briefing/de-briefing on the way to/from the New Terminal building. Drivers should ensure that crew are dropped at the New Terminal Building, otherwise trips will be considered as incomplete and penalty will apply.

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



## ATTACHMENT 2

### AGREEMENT FOR THE PROVISION OF TRANSPORT SERVICES TAXI OR CONTRACT CAR WITH DRIVER

Between

**AIR MAURITIUS LIMITED** (BRN C07001600), a company duly registered under the laws of the Republic of Mauritius and having its registered office at 19<sup>th</sup> Floor, Paille-en-Queue Court, Port-Louis (hereinafter referred to as the "Client" or "MK")

And

#### **SELECTED SERVICE PROVIDER**

.....  
(Hereinafter referred to as the "Service Provider" or ".....")

#### **WHEREAS:** -

1. The Client is the national airline of Mauritius and provides transport facilities to its employees, employees of its subsidiary companies and any other designated persons as requested by the Client for the purpose of attending duty and back or any other business on behalf of the company.
2. Pursuant to a tender exercise issued on 13<sup>th</sup> December 2025, the Service Provider has been awarded the contract for the provision of transport services for employees of Client, employees of its related companies and any other designated persons as requested by the Client.
3. The Service Provider agrees to supply transport services to carry employees of Client, employees of its subsidiary companies and any other designated persons as requested by the Client under the terms and conditions as set out in the present agreement.

#### **IT IS HEREBY COVENANTED AND AGREED THAT:**

##### ***Interpretation***

1. The terms and conditions of the agreement include:
  - (a) The agreement
  - (b) The Annexes to the agreement, namely Annex 1 (Indicative weekly trip configuration), Annex 2 (Price per trip which will be updated as and when required as per Article 6) and Annex 3 (computation of new prices)

(c) Any subsequent Annex duly signed by both parties, and which may be relevant to the object of the agreement.

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

## **1. TERMS OF REFERENCE (TOR)**

### **1.1 OBJECTIVES**

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

### **1.2 SCOPE OF WORK**



*The tasks to be undertaken include the provision of transport services to employees of Client, employees of its subsidiary companies and any other designated persons as requested by the Client on a door-to-door basis.*

*The routing is fully described in the Annex 1 to this Agreement which outlines the indicative weekly trips as well. The weekly number of trips mentioned in Annex 1 represents the Client's best estimates and are subject to variations according to Client's business needs without resulting from any obligation from the Client. There is no guarantee that the stipulated number of weekly trips will necessarily be performed and the selected Service Provider shall apply the same price in the event of any change in the number of trips.*

## **2. OBLIGATIONS OF THE SERVICE PROVIDER**

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

*Safe transport means that the vehicle should be roadworthy/free from defects and meet all requirements of the Road Traffic Act and/or any regulations and driver should have a valid driving license for vehicle and should drive in line with road traffic regulations. Drivers should have rest periods between shifts as per the Employment Rights Act or any other relevant regulations. Safety should not be compromised.*

2.2 *The Service Provider shall be duly registered with relevant authorities.*

2.3 *The Service Provider shall ensure that Public Service Vehicle Licences (PSVL) are obtained for the transfer of employees of Client, employees of its subsidiary companies and any other designated persons as requested by the Client with access to airport and any other relevant documents from the authorities. Copy of PSLV should be submitted before signature of contract or operations.*

2.4 *The Service Provider shall, at all times, maintain and cause to maintain full insurance cover to the satisfaction of the Client with regards to all risks of damage or injury to passengers carried in vehicles put at the disposal of the Client, to the Service Provider's employees, the Service Provider's vehicles as well as injury to third parties and/or loss/damage to property of third parties. The Service Provider should ensure that all vehicles and drivers are properly insured in all weather conditions (including cyclonic conditions III and IV, Riots, Social unrest and floods). Insurance certificates should be submitted prior to signing of contract. The Client may, at any time, require the Service Provider to take*

*additional insurance to cover such other risks as the Client may consider appropriate or to increase the amount of such insurance cover. Copies of insurance certificates of all vehicles should be submitted before signature of Contract.*

- 2.5 *The Service Provider should ensure that all vehicles are properly licensed and maintained in good running and serviceable conditions at all times.*
- 2.6 *All vehicles must be of a maximum of 7 years of age during the whole period of the contract provided that same are in good running conditions and also meet the specifications spelt out in this agreement.*
- 2.7 *All the vehicles should be comfortable with driver and passenger seat belts as well as adequate space to carry crew luggage.*
- 2.8 *All vehicles must be equipped with air conditioning system which must be switched on during the whole trip and the temperature setting will depend on the seasonal conditions. Client's Transport Department will provide guidelines on the recommended temperature to be set.*
- 2.9 *The vehicle should meet all conditions of relevant legislation/Traffic Regulations/regulatory authorities throughout the duration of the contract. The vehicles must have a first aid kit (as per the list from Health & Safety and/or relevant competent authority) at all times when in use.*
- 2.10 *Vehicles (interior and exterior) should be clean at all times when in use by the Client. A deep cleaning should be carried out every two months at the cost of the Service Provider. On request the Service Provider should be able to provide records of deep cleaning which was carried out.*
- 2.11 *The Service Provider should bear the costs of airport access fees and permits and parking fees imposed by the Airport Authorities and any other fees payable to deliver the transport services.*
- 2.12 *The vehicle registration number mentioned by the Service Provider on the transport voucher should be the one performing the said trip and any change should be communicated to the Transport Control desk prior to the performance of the said trip.*
- 2.13 *The Client reserves the right to de-list any of the Service Provider's vehicle for non-compliance to the above requirements during the duration of this Contract.*
- 2.14 *In the event of any accident/incident, the Service Provider shall provide assistance to the Client's employees, employees of Client's subsidiary companies and any other designated persons and submit a report to the*



*Client on any accident within 24 hours after the event. The Service Provider should also arrange for any injured persons during an accident to be taken to the nearest medical institution.*

- 2.15 *The Service Provider shall be solely liable and shall take full responsibility for any loss or damage resulting to any of the Client's employee and/or his property from an act or omission of the Service Provider relating to the provision of transport services under the present agreement.*
- 2.16 *The Service Provider shall indemnify and hold the Client harmless against all actions, suits, claims, demands, costs, charges, judgements and expenses arising out of the performance, by him of the transport services under the agreement including death and or injury of third parties and or loss and / or damage to property of third parties.*
- 2.17 *The Service Provider shall indemnify and hold the Client harmless against all actions, suits, demands and costs judgements and expenses arising from injury and / or of the servant and / or employee of the Service Provider in the performance of this contract.*
- 2.18 *The Service Provider shall indemnify and hold harmless the Client from and against all liabilities, damages and losses to its vehicles, arising from or in connection with the performance of its obligations under the present agreement.*
- 2.19 *The Service Provider and/or its employees should comply with the quality and security procedures of the Client in its discharge of its obligation under the contract.*
- 2.20 *The Service Provider shall be responsible for the management of Aviation Security Identification Cards (ASIC) of its employees. All expired and unused ASIC shall be returned to MK Security within 48 hours of the individual not being in employment within Air Mauritius airport compounds.*
- 2.21 *The Cost of ASIC issuance, renewals and re-issuances under any circumstances will be at the charge of the Service Provider. This cost element is defined by the Department of Civil Aviation, Mauritius.*
- 2.22 *If the employee of a Service Provider is found to violate any security regulations, Air Mauritius will immediately withdraw his/her ASIC and he will have to leave the Airport Security Zones.*
- 2.23 *The Service Provider undertakes to inform all its employees on all the necessary terms and conditions including without limitation the security*

*conditions imposed under the Contract and which have a bearing on the rights, obligations and responsibilities of its employees.*

- 2.24 *Drivers should be well groomed.*
- 2.25 *Drivers should show good conduct and be courteous to passengers, employees and guests of the Client at all times. The Client reserves the right to terminate the contract in the event that complaints are received on the conduct and attitude of drivers or any other employee of the Service Provider.*
- 2.26 *Proper identification badges should be permanently and conspicuously worn by all drivers while in service.*
- 2.27 *The age limit for drivers must be less than 65 years of age during the whole period of the contract and have a minimum of 2 years driving experience for the relevant vehicle used. Official attestation/reference of such experience should be produced as evidence. The Service Provider must notify the Client of any addition or deletion to its list of drivers as mentioned above.*
- 2.28 *The Service Provider should always comply with existing employment legislations regarding driver's work / rest period. Surprise check may be carried out by the Client's authorised personnel to verify same.*
- 2.29 *The driver's name mentioned by the Service Provider on transport voucher should be the one performing the said trip and any changes should be communicated to Transport Control desk prior to the performance of the said trip.*
- 2.30 *The Service Provider shall ensure that drivers are not under the influence of any psycho active substances (alcohol, illegal drugs, etc...).*

*Air Mauritius Limited has a zero-tolerance policy with respect to alcohol and psychoactive substance. In line with this policy, the Service Provider will be informed about our Psychoactive Substance Management Program, internal testing program and would be requested to share the information with all employees concerned.”*

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

- a. *Hold and comply with all appropriate regulatory traffic licenses.*

- b. Submit a duly completed and signed employee fact sheet as supplied by the Client.
- c. Hold and submit a clean certificate of Character, not less than six months old, as issued by the office of the Director of Public Prosecution (DPP). This Certificate shall be renewed annually during the duration of the contract.
- d. Comply with all security regulations of the Department of Civil Aviation (DCA) and the airport authorities as well as instructions issued by the Client as part of its internal policies.

2.31 The Service Provider shall ensure that the driver(s) is/are medically fit for professional driving duties. Medical fitness certificates for the driver(s) should be forwarded to the Client's Transport Manager prior to start of operation and this is mandatory. Medical certificate of driver(s) must state in no uncertain terms that the driver(s) is/are fit for professional driving duties. Drivers may be requested to perform medical tests as when required during period of contract.

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

#### **3.1 Others Terms & Conditions**

3.1.1 The Service Provider will not be held liable for delayed or cancelled trips due to force majeure provided that prompt notice is provided to the Client. Force majeure includes acts of war, natural calamities including earthquake, flood and cyclones, riots and other social unrest as described in Article 7 below.

#### **3.2 Service Level Agreement (SLA)**

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

3.2.2 Any failure on the part of the Service Provider to comply with any of its obligations under the agreement may render the Service Provider liable to a fixed penalty of **MUR 1,500** for each breach, amount of which will

be deducted from the total monthly invoice. Notwithstanding the contractual penalty, the Service Provider shall provide written explanation to the Client regarding service failure upon request. This penalty will apply to trips which the service provider fails to provide without a valid reason. In the event of car breakdown or illness, proofs such as medical certificate or car repairs receipt should be provided as justification. The service provider should complete all trips to its final destination, namely the New Terminal Building for crew.

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

- Delay from 10 to 15 minutes - 10% of the trip cost
- Delay of above 15 minutes to 20 minutes - 15% of the trip cost
- Delay above 20 minutes - 20% of the trip cost
- Failure to drop crew at New Terminal of the SSR airport-20% of the trip cost.

3.2.4 The Client may use the contractual exit clause notice in case the delays caused by the Service Provider exceed 10% of the total number of trips allocated to the Service Provider for a particular month. Irrespective of the compensation defined above, the Client reserves his rights to seek for further compensation from the Service Provider, as may be required.

3.2.5 Where the Service Provider fails to provide transport within scheduled time after acceptance of the trip(returned vouchers), the Service Provider shall be liable to pay to the Client a cost representing 100% of the trip cost to compensate for all such additional costs incurred by the Client in providing alternative mode of transport, unless for a valid reason.

3.2.6 In the event of no shows, the Service Provider will be paid the cost of the whole trip if driver has actually driven the distance to the pick-up point. Otherwise, only 25% of the trip cost will be paid. For example, if a driver is already at the airport for a previous arrival and has to perform a departure but departing passenger is no show, then only 25% of the cost will be paid. Likewise, if the driver has dropped a passenger in a particular region and his next trip from this nearby region is cancelled within 1 hour, then only 25% of the trip cost will be paid. If this trip is cancelled more than 1 hour before scheduled pick up, then no cost will be payable by the client. The driver should leave at the reasonable time for pick up. In the event that the driver leaves much earlier and the trip is cancelled, then no cost will be payable if trip is cancelled more than 1 hour before scheduled pick up. Even though the driver has already driven the whole distance.



3.2.7 *The Service Provider shall reply to operational queries/ correspondences raised by the Client within two days excluding Saturdays, Sundays and Public Holidays. The Service Provider should also take necessary corrective actions to avoid recurrence of problems and repetitive complaints.*

3.2.9 *The Service Provider shall attend meetings of stakeholders of Transport Unit to take cognizance of compliments/complaints of transport users on a quarterly basis or as and when called upon following request from stakeholders. Any complaints communicated to the Service Provider should immediately be properly followed by corrective actions.*

#### **4. RIGHTS AND OBLIGATIONS OF THE CLIENT**

4.1 *The vehicle should be acceptable to the client. The Client reserves its prerogative to accept the type of vehicle to be used for the transfer of its employees, employees of its subsidiaries and other designated guest.*

4.2 *Air Mauritius reserves the right to search any employee of the Service Provider upon entry /exit to and from its premises, aircraft or airport boundary.*

4.3 *Air Mauritius reserves the right to search the vehicle of any employee of the Service Provider or the Service Provider's vehicles upon entry/exit to and from its premises or airport boundary.*

4.4 *The Client reserves the right to de-list any of the Service Provider's vehicle for non-compliance of above requirements during performance of Contract.*

4.5 *The Client shall ensure that payment of invoices inclusive of VAT whenever applicable will be made 45 days following receipt of invoice.*

4.6 *In the event of any discrepancy and or disputes on figures, payment will be effected only after the discrepancy and/or disputes have been resolved.*

4.7 *The Client reserves its prerogative to withdraw drivers from the Service Provider's official list of drivers which according to the Client does not meet conditions/standards set above.*

4.8 *The Client shall pay to the Service Provider one rupee (MUR 1.00) per minute of waiting time after the first hour of waiting time. This waiting time fee is applicable only on the waiting time which arises after the first hour of waiting time.*

4.9 *The Transport Department of the Client shall represent the Client in monitoring the performance by the Service Provider of his obligations under the present agreement and for that purpose, shall be entitled to give such instructions to the Service Provider for the performance by him of his obligations under the present agreement.*

## **5. CHARGES FOR TRANSPORT SERVICES**

*The charges for the provision of transport services as from ..... have been mutually agreed by both parties as per Annex 2. The charges will be reviewed as and when required as per Article 6 below.*

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

## **6. PRICE REVISION DURING THE CONTRACT PERIOD**

*For the purpose of price revision, it is hereby agreed between the parties that the price of trips comprise of a “fuel cost” element and “other costs” element. At the start of the contract, the “fuel cost” element is deemed to represent 50 % of the price of trips and the “other cost” element is deemed to represent 50% of the price of trips. The “other costs” element will be escalated as per clause 6.1 below while the “fuel cost” element will be reviewed as per clause 6.2 below.*

6.1 *“Other costs” element of the price of trips will be adjusted annually on each anniversary date by an amount not exceeding the prevailing annual average change of the official Consumer Price Index (CPI). However, the yearly increase for the “other cost” will be capped to a maximum of five (5) per cent.*

6.2 *The other 50% of the price of trips, i.e the “fuel cost” element, will be adjusted as and when there is revision on the applicable fuel price as published by the relevant authority. The adjustment will be made on the basis of the average percentage (%) change in price of the applicable fuel. The price per trip as per enclosed Annex 2 (as from ..... ) is based on the applicable fuel price of MUR ..... per Litre.*

## **7. FORCE MAJEURE**

*Subject to other provisions of this Agreement, the failure of a Party to fulfill its obligations under this Agreement shall not be considered to be a breach of, or*



default under this Agreement insofar as such inability arises from an event of force majeure, provided that the Party affected by such an event:

- (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the present Agreement;
- (b) and has informed the other Party as soon as possible about the occurrence of such an event and shall keep that Party fully informed of their continuance and of any relevant change of circumstances whilst such force majeure continues.

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

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

## **8. CONFIDENTIALITY**

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

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

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

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

## **9. DATA PROTECTION**

Personal information will be made available to the Service Provider in the course of performing and fulfilling its duties under this Agreement and the Service Provider shall hold this data confidential in compliance with the Data Protection Act and use the data solely as required to perform its duties under this



*Agreement. The Service Provider undertakes not to use personal information in any other way unless authorised to do so in writing by the Client.*

## **10. DURATION AND TERMINATION**

- 10.1 *This Agreement shall be for an initial duration of one (1) year starting on 1<sup>st</sup> March 2026 and may be renewed at the sole discretion of the Client under the same terms and conditions for two (2) additional years subject to satisfactory performance. In the event Client opts to renew this Agreement for the above mentioned two (2) additional years, the Service Provider shall have the obligation to provide the required services as per the terms and conditions of this Agreement. In the event that the Client decides not to renew the Agreement, the Agreement shall be deemed to be terminated and the Service Provider shall have no claim of whatever nature against the Client in relation to such termination, whether for indemnity, damage, loss of business opportunity, compensation or otherwise.*
- 10.2 *Notwithstanding the above, the Client may terminate the Agreement by giving an advance notice of ninety (90) days to the other party of his intention to terminate the contract.*
- 10.3 *Where the Service Provider commits a breach of any of the terms of the present Agreement and which breach has not been cured by the Service Provider within a delay of 30 days on receiving a notice thereof, the Client may terminate the Agreement with immediate effect.*
- 10.4 *When the Public Service Vehicle License granted by the National Transport Authority to the Service Provider is suspended or revoked, the Client will terminate the agreement with immediate effect.*
- 10.5 *Either Party may also terminate this Agreement immediately if the other party becomes insolvent or is declared bankrupt.*
- 10.6 *Termination shall be without prejudice to the rights and obligations of either party accruing as at date of termination.*

## **11. APPLICABLE LAW AND COMPETENT JURISDICTION**

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

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



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

## **12. NOTICES**

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

*For Air Mauritius Limited:*

.....

*For Service Provider:*

.....

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

## **13. AUTHORITY**

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

*Made in good faith in two (2) originals*

*For Air Mauritius Limited*

*For [Service Provider]*

.....

.....

.....

*Date:*



### **Annex 1- Indicative Weekly trip configuration and quantity**

The Table below provide an indicative weekly trip configuration pattern to/from SSR Airport:

	<b>TO/FROM AIRPORT</b>	<b>WEEKLY TRIPS</b>
1	STE CROIX / PORT LOUIS/ POINTE AUX SABLES/ GRANDE RIVIERE/ Q MILITAIRE / VERDUN/ COROMANDEL	18
2	BEAU BASSIN / ROSE HILL/ QUATRE BORNES/ SAINT PIERRE/ MOKA	33
3	VACOAS/ ST PAUL/ PHOENIX/ CAMP FOUQUERAUX/ HIGHLANDS/ MESNIL/ CASTEL/ WOOTON/ PINEWOOD/ LA MARIE/ HENRIETTA/ BELLE RIVE/ HERMITAGE	20
4	NOUVELLE FRANCE/ GRAND PORT / ST HUBERT/ GRAND BOIS / RIVIERE DES CREOLE / BOIS DES AMOURETTES/ CAMP DIABLE/ EAU BLEUE/ RIVIERE DU POSTE/ RIVIERE DES ANGUILLES/ RICHE EN EAU/ FOREST SIDE/ CUREPIPE/ FLOREAL/ LA FLORA/ MIDLANDS/ EAU COULEE/ BOIS CHERIE/ TYACK/ CLUNY/ L'ESCALIER/ BANANES/ UNION PARK	42
5	SOUILLAC/ SURINAM/ RIAMBEL/ CHEMIN GRENIER/ BEL OMBRE/ BAIE DU CAP/ LE MORNE/ RIVIERE NOIRE/ TAMARIN/ FLIC EN FLAC/ BAIE DU TOMBEAU/ TERRE ROUGE/ POINTE AUX PIMENTS/ TROU AUX BICHES/ GRAND BAIE/ PEREYBERE/ CAP MALHEUREUX/ ROCHES NOIRES/ GRAND GAUBE/ POSTE LA FAYETTE/ BELLE MARE/ FLACQ/ PITON/ MORCELLEMENT ST ANDRE/ TRIOLET/ LONG MOUNTAIN/ LALLMATIE/ MONTAGNE BLANCHE/ GRANDE RIVIERE SUD EST/ BEL AIR/ RIVIERE SECHE/ ST JULIEN VILLAGE & D'HOTMAN/ ALBION/ BEAU BOIS/ POINTE AUX BICHES/ CALODYNE/ LALLMATIE/ RIVIERE DU REMPART/ ERNEST FLORENT/ BAMBOU/ MEDINE	220
6	PLAINE MAGNIEN/ ROSE BELLE/ NEW GROVE/ MARE TABAC/ TROIS BOUTIQUES/ MAHEBOURG/ POINTE DESNY/ GRAND BEL AIR	15
7	HOLIDAY INN HOTEL (AIRPORT)	2



**Annex 2 – Price per trip in MUR as from 01/04/2026**

	<b>TO/FROM AIRPORT</b>	<b>PRICE PER TRIP (MUR)</b>
1	STE CROIX / PORT LOUIS/ POINTE AUX SABLES/ GRANDE RIVIERE/ Q MILITAIRE / VERDUN/ COROMANDEL	
2	BEAU BASSIN / ROSE HILL/ QUATRE BORNES/ SAINT PIERRE/ MOKA	
3	VACOAS/ ST PAUL/ PHOENIX/ CAMP FOUQUERAUX/ HIGHLANDS/ MESNIL/ CASTEL/ WOOTON/ PINEWOOD/ LA MARIE/ HENRIETTA/ BELLE RIVE/ HERMITAGE	
4	NOUVELLE FRANCE/ GRAND PORT / ST HUBERT/ GRAND BOIS / RIVIERE DES CREOLE / BOIS DES AMOURETTES/ CAMP DIABLE/ EAU BLEUE/ RIVIERE DU POSTE/ RIVIERE DES ANGUILLES/ RICHE EN EAU/ FOREST SIDE/ CUREPIPE/ FLOREAL/ LA FLORA/ MIDLANDS/ EAU COULEE/ BOIS CHERIE/ TYACK/ CLUNY/ L'ESCALIER/ BANANES/ UNION PARK	
5	SOUILLAC/ SURINAM/ RIAMBEL/ CHEMIN GRENIER/ BEL OMBRE/ BAIE DU CAP/ LE MORNE/ RIVIERE NOIRE/ TAMARIN/ FLIC EN FLAC/ BAIE DU TOMBEAU/ TERRE ROUGE/ POINTE AUX PIMENTS/ TROU AUX BICHES/ GRAND BAIE/ PEREYBERE/ CAP MALHEUREUX/ ROCHES NOIRES/ GRAND GAUBE/ POSTE LA FAYETTE/ BELLE MARE/ FLACQ/ PITON/ MORCELLEMENT ST ANDRE/ TRIOLET/ LONG MOUNTAIN/ LALLMATIE/ MONTAGNE BLANCHE/ GRANDE RIVIERE SUD EST/ BEL AIR/ RIVIERE SECHE/ ST JULIEN VILLAGE & D'HOTMAN/ ALBION/ BEAU BOIS/ POINTE AUX BICHES/ CALODYNE/ LALLMATIE/ RIVIERE DU REMPART/ ERNEST FLORENT/ BAMBOU/ MEDINE	
6	PLAINE MAGNIEN/ ROSE BELLE/ NEW GROVE/ MARE TABAC/ TROIS BOUTIQUES/ MAHEBOURG/ POINTE DESNY/ GRAND BEL AIR	
7	HOLIDAY INN HOTEL (AIRPORT)	

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

ALL OTHER CITY PAIRS NOT MENTIONED IN ABOVE TABLES will be payable according to a comparable city pair in the above table based on any region to/from Airport and any other 2 regions in Mauritius and as per Google Map



## FORM I

### **ADHERENCE TO TERMS AND CONDITIONS GOVERNING THE AGREEMENT**

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

Deviations (if any):

Signed:

In the capacity of (\*)

Duly authorised to sign for and on behalf of:

Date:

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



## FORM II

### PRICING PROPOSAL FORM

#### TRIP SERVICES

	<b>TO/FROM AIRPORT</b>	<b>PRICE PER TRIP (MUR)</b>
1	STE CROIX / PORT LOUIS/ POINTE AUX SABLES/ GRANDE RIVIERE/ Q MILITAIRE / VERDUN/ COROMANDEL	
2	BEAU BASSIN / ROSE HILL/ QUATRE BORNES/ SAINT PIERRE/ MOKA	
3	VACOAS/ ST PAUL/ PHOENIX/ CAMP FOQUERAUX/HIGHLANDS/MESNIL/ CASTEL/ WOOTON/ PINEWOOD/ LA MARIE/ HENRIETTA/ BELLE RIVE/ HERMITAGE	
4	NOUVELLE FRANCE/ GRAND PORT / ST HUBERT/ GRAND BOIS / RIVIERE DES CREOLE / BOIS DES AMOURETTES/ CAMP DIABLE/ EAU BLEUE/ RIVIERE DU POSTE/ RIVIERE DES ANGUILLES/ RICHE EN EAU/ FOREST SIDE/ CUREPIPE/ FLOREAL/ LA FLORA/ MIDLANDS/ EAU COULEE/ BOIS CHERIE/ TYACK/ CLUNY/ L'ESCALIER/ BANANES/ UNION PARK	
5	SOUILLAC/ SURINAM/ RIAMBEL/ CHEMIN GRENIER/ BEL OMBRE/ BAIE DU CAP/ LE MORNE/ RIVIERE NOIRE/ TAMARIN/ FLIC EN FLAC/ BAIE DU TOMBEAU/ TERRE ROUGE/ POINTE AUX PIMENTS/ TROU AUX BICHES/ GRAND BAIE/ PEREYBERE/ CAP MALHEUREUX/ ROCHES NOIRES/ GRAND GAUBE/ POSTE LA FAYETTE/ BELLE MARE/ FLACQ/ PITON/ MORCELLEMENT ST ANDRE/ TRIOLET/ LONG MOUNTAIN/ LALLMATIE/ MONTAGNE BLANCHE/ GRANDE RIVIERE SUD EST/ BEL AIR/ RIVIERE SECHE/ ST JULIEN VILLAGE & D'HOTMAN/ ALBION/ BEAU BOIS/ POINTE AUX BICHES/ CALODYNE/ LALLMATIE/ RIVIERE DU REMPART/ ERNEST FLORENT/ BAMBOU/ MEDINE	
6	PLAINE MAGNIEN/ ROSE BELLE/ NEW GROVE/ MARE TABAC/ TROIS BOUTIQUES/ MAHEBOURG/ POINTE DESNY/ GRAND BEL AIR	
7	HOLIDAY INN HOTEL (AIRPORT)	



**Notes:**

- Prices quoted above must be inclusive of VAT
- All other city pairs not mentioned in above tables will be payable according to a comparable city pair in the above table based on any region to/from Airport and any other two regions in Mauritius and as per Google Map

Signed:

In the capacity of (\*)

Duly authorised to sign for and on behalf of:

Date:

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