

## **AGREEMENT FOR THE PROVISION OF TRANSPORT SERVICES**

Between

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

### **WHEREAS:-**

1. The Client 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 03<sup>rd</sup> May 2025, the Service Provider has been awarded the contract for the provision of transport services to employees of the Client and employees of its subsidiary companies as well as any other designated persons as requested by the Client.
3. The Service Provider agrees to supply transport services to carry Client’s employees, employees of its 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 7) and Annex 3 (computation of new prices)

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

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

### **1.1 OBJECTIVES**

The objective is to provide a safe, punctual, efficient, reliable and quality transport services to employees of Air Mauritius Ltd and 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 Air Mauritius Ltd and employees of its subsidiary companies as well as any other designated persons as requested by the Client on a door-to-

door basis. The routing is fully described in the Annex 1 to this Agreement which outlines the indicative weekly trips as well.

### **1.3 INDICATIVE WEEKLY TRIPS**

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

The transport services for Client's employees, employees of its subsidiary companies and any other designated persons as requested by the Client operates on a door-to-door basis for those living on or around the Ste Croix – Pointe d'Esny route via the Plaine Wilhems, including Ste Croix, Roche Bois, Port Louis, Pointe aux Sables, Grande Rivière, Coromandel, Beau-Bassin, Moka, Quatre-Bornes, Rose-Hill, Vacoas, Floreal, Phoenix, Mesnil, Castel, Eau-Coulee, Curepipe, Forest Side, Nouvelle France, Union Park, Rose Belle, Mare d'Albert, Plaine Magnien, Mahebourg and Pointe d'Esny.

The door-to-door service may also apply to persons living all over the island at times when public transport is not available.

### **1.4 DEFINITION OF TRIP**

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

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

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

## 2. OBLIGATIONS OF THE SERVICE PROVIDER

### 2.1 Vehicle Fleet & Specificity

**The following requirements should be fulfilled before signature of contract on all the vehicles belonging to the Service Provider as well as vehicles leased, hired and/or subcontracted by the Service Provider, unless otherwise agreed with the Client:**

- 2.1.1 The Service Provider will put at the disposal of Client a fleet with a minimum of 32 vehicles (15-seater vans). As applicable and as far as possible, the vehicles owned by the Service Provider should be used in priority for performing trips for Client before sub-contractors are used. Sufficient vehicles should be made available as and when required to meet transport requests at any time such as during peak seasons, due to roster changes and consequent to flight disruptions/cyclones etc.
- 2.1.2 All the vehicles of the Service Provider and sub-contractors that are used to provide the transport services to the Client **should be equipped with speed limitation devices**, calibrated for a maximum speed of 80 kms/hr. Such devices should be operational at all times and without any possibility to be modified or switched on and off. The client should be immediately informed of any cases of malfunctioning or malingering.
- 2.1.3 Means of communication must be in conformity with the legislation in force and available between Service Provider's base and its vehicles as well as with Client's Transport Planning and Tracking Offices.
- 2.1.4 All vehicles must be of a maximum of 7 years of age during the whole period of the contract provided that same are in good running conditions and also meet the specifications spelt out in this Agreement.
- 2.1.5 All the vehicles should be comfortable with passenger seat belts fitted on all seats including retractable seats as applicable for ALL passengers during the whole duration of the contract. Proper signage for wearing of seat belts should be displayed in all vehicles.
- 2.1.6 All the vehicles must be equipped with air conditioning system which must be switched on during the whole trip and temperature control will depend on the seasonal conditions. Client's Transport Department will provide guidelines on the recommended temperature to be set.
- 2.1.7 The Service Provider shall make necessary provisions for the safe conveyance of Cabin and Technical crew including their luggage.
- 2.1.8 The vehicles should meet all conditions of relevant legislation/Traffic Regulations/regulatory authorities throughout the duration of the

contract. The vehicles must have *first aid kits* (as per list from Health & Safety and/or relevant competent authority) at all times when in use.

2.1.9 The vehicles must be equipped with open-able windows on both sides.

2.1.10 The vehicles shall **not** be equipped with tinted glasses.

2.1.11 Vehicles (interior and exterior) should be clean at all times. A deep cleaning should be carried out every two months at the cost of the Service Provider. On request the Service Provider should be able to provide records of deep cleaning which was carried out.

2.1.12 The Service Provider should bear the costs of airport access and parking fees imposed by the Airport Authorities and any other fees payable to deliver the transport services.

2.1.13 The Service Provider should have a base in the vicinity of the airport for controlling its drivers and fleet and for daily allocation of vouchers to its drivers. The designated representative of the Service Provider will be the only liaison person between the Client's transport office and its base.

2.1.14 The vehicle registration number mentioned by the Service Provider on the transport voucher should be the one performing the said trip and any change should be communicated to the Transport Control desk prior to the performance of the said trip.

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

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

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

## **2.2 Drivers**

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

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

- 2.2.2 Drivers should show good conduct and be courteous to passengers, employees and guests of the Client.
- 2.2.3 Proper identification badges should be permanently and conspicuously worn by all drivers while in service. Employees may request to check same at any time to ensure that the driver is duly authorized to perform such trips.
- 2.2.4 The age limit for drivers must be less than 65 years of age during the whole period of the contract and have a minimum of 3 years driving experience for the relevant vehicle used. Official attestation/reference of such experience should be produced as evidence. The Service Provider must immediately notify the Client of any addition or deletion to its list of drivers as mentioned above as soon as practicable.
- 2.2.5 The Service Provider should always comply with existing employment legislations regarding driver's work / rest period. Surprise check may be carried out by the Client's authorised personnel to verify same. The Service Provider has an obligation to record the roster details of all its drivers and to submit same to the Client as and when requested.
- 2.2.6 Drivers should be rostered in such a way that they have enough rest between trips and between shifts. The representative will be required to give daily recap of each driver's roster.
- 2.2.7 The driver's name mentioned by the Service Provider on transport voucher should be the one performing the said trip and any changes should be communicated to Transport Control desk prior to the performance of the said trip.
- 2.2.8 The Service Provider shall ensure the appointment of a dedicated knowledgeable individual to handle the administrative management of its human resources deployed to the Client.
- 2.2.9 The Service Provider shall ensure that drivers are not under the influence of any psycho active substances (alcohol, illegal drugs, etc...).

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

- a. Hold and comply with all appropriate regulatory traffic licenses.
- b. Submit a duly completed and signed employee fact sheet as supplied by the Client.

- c. Hold and submit **a clean certificate of Character**, not less than six months old, as issued by the office of the Director of Public Prosecution (DPP). This Certificate shall be renewed annually during the duration of the contract. All drivers not holding such a Certificate should apply for same **immediately** after award of contract.
- d. Comply with all security regulations of the Department of Civil Aviation (DCA) and the airport authorities as well as instructions issued by the Client as part of its internal policies.

2.2.10 The Service Provider shall ensure that all drivers are medically fit for professional driving duties. Medical fitness certificates for all drivers should be forwarded to the Client's Transport Manager prior to start of operation and this is mandatory. Medical examination should be carried out by an occupational physician at the cost of the Service Provider. Drivers may be requested to perform medical tests as and when required during period of contract.

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

2.1.11 Drivers should be well trained and groomed and the Service Provider should provide proof that all the drivers have followed a formal MQA approved defensive driving course or approved by any other competent authority. Evidence should be submitted of any planned training courses and to be undertaken in a specified period.

2.1.12 Drivers should wear uniforms at all times, as supplied by the Service Provider with prior approval of the Client. The uniform should include formal shirts, trousers and shoes as well as ties. Drivers are not allowed to wear slippers or sandals while driving.

## **2.3 Service Provider**

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

2.3.2 The Service Provider should ensure that all vehicles are properly licensed and maintained in good running and serviceable conditions at all times.

2.3.3 The Service Provider shall be duly registered with relevant authorities.

- 2.3.4 The Service Provider shall ensure that Public Service Vehicle Licences (PSVL) are obtained for the transfer of employees of Client, employees of its subsidiary companies and any other designated persons as requested by the Client with access to airport and any other relevant documents from the authorities. Copy of PSVL should be submitted before signature of contract or operations. The Service Provider should also ensure that all requirements with regards to PSVL such as variations for the carriage of Air Mauritius Employees with access to the airport are done **immediately** after award of contract.
- 2.3.5 The Service Provider must delegate his designated representatives, to be based at the airport to monitor his operations in and out on a 24 hours basis and on different shifts. The representatives should be physically present on a 24-hour basis at the airport and contactable 24 hours a day by any means of telecommunication. The Service Provider must officially advise the name and contact details of the operational representatives. The representatives should be empowered to take operational decisions and to answer to operational queries. The representatives should be able to cater for any additional transport requests or changes from the Client's at short notice.
- 2.3.6 The Service Provider will be allocated trips to perform on the eve of the day of operation. For cancellation of any trip, a minimum of 1 hour prior to pick up time is required or else a cancellation fee of 25% of the said trip may be claimed by the Service Provider. However, the Client may allocate trips at very short notice and the Service Provider should be able to perform same. In case of Force Majeure, allocation of trips will depend on operational constraints. The Client reserves the right to modify any trip at short notice and this will not be considered as a cancellation.
- 2.3.7 After acceptance of a trip, it is the responsibility and obligation of the Service Provider to ensure that trips are performed on time and in accordance with this agreement. Refusal to perform any trip will be acceptable in extreme cases only and same should be fully justified and the Client informed in advance, otherwise the full cost of this trip will be charged to the Client.
- 2.3.8 The Service Provider should perform each trip as per the transport voucher distributed. The Service Provider is not allowed to reshuffle passengers on different trips and/or combine trips without prior authorization of the Client. Moreover, any combination of trips and/or reshuffling of passengers resulting in the cancellation of one or more trips should be communicated to the Client and transport vouchers cancelled should be returned to the Client. It is illegal to charge the Client for transport vouchers of trips cancelled following reshuffling of passengers and cancellation of trips. Relaying of vehicles is also



prohibited, unless authorized by the Client for operational reasons and vouchers amended accordingly for invoicing purposes.

- 2.3.9 The Service Provider should have replacement vehicles of same standard (with appropriate PSVL) with access to the airport for the transfer of employees of the Client and employees of its subsidiary companies as well as any other designated persons as requested by the Client for use in case of breakdowns, emergencies and other unforeseen circumstances. Replacement vehicles should be available in the vicinity of the airport as well as in upper Plaine Wilhems to intervene as and when required. Replacement drivers and vehicles should be available in the event that a driver or vehicle is de-listed with immediate effect.
- 2.3.10 The Service Provider, its employees, agents and sub-contractors should comply with the quality and safety procedures of the Client in the discharge of its obligation under the contract.
- 2.3.11 The Service Provider shall, at all times, maintain and cause to maintain full insurance cover to the satisfaction of the Client with regards to all risks of damage or injury to passengers carried in vehicles put at the disposal of the Client, to the Service Provider's employees, the Service Provider's vehicles as well as injury to third parties and/or loss/damage to property of third parties. The Service Provider should ensure that all vehicles and drivers are properly insured in all weather conditions (including cyclonic conditions III and IV, Riots, Social unrest and floods). Insurance certificates should be submitted **prior to** signing of contract. The Client may, at any time, require the Service Provider to take additional insurance to cover such other risks as the Client may consider appropriate or to increase the amount of such insurance cover. Copies of insurance certificates of all vehicles should be submitted before signature of Contract.
- 2.3.12 In the event of any accident/incident, the Service Provider shall provide assistance to the employees of the Client, employees of its subsidiary companies as well as any other designated persons as requested by the Client and submit a report to the Client on any accident not later than 24 hours after the event. The Service Provider should also arrange for any injured persons during an accident to be sent to the nearest medical institution.
- 2.3.13 The Service Provider shall be solely liable and shall take full responsibility for any loss or damage resulting to any of the employees of the Client and employees of its subsidiary companies as well as any other designated persons as requested by the Client and/or his/their property from an act or omission of the Service Provider relating to the provision of transport services under the present agreement.

- 2.3.14 The Service Provider shall indemnify and hold the Client harmless against all actions, suits, claims, demands, costs, charges, judgments and expenses arising out of the performance, by him of the transport services under the agreement including death and or injury of third parties and or loss and / or damage to property of third parties.
- 2.3.15 The Service Provider shall indemnify and hold the Client harmless against all actions, suits, demands and costs judgments and expenses arising from injury and / or death of the servant and / or employee of the Service Provider in the performance of this contract.
- 2.3.16 The Service Provider shall indemnify and hold harmless the Client from and against all liabilities, damages and losses to its vehicles, arising from or in connection with the performance of its obligations under the present agreement.
- 2.3.17 Any change in ownership of the Service Provider company whether through a merger or a takeover should not affect any obligations under the contract. However, prior to any change in ownership, the Client should be informed at least 30 days in advance by the Service Provider. The Service Provider should call a meeting between the Client and the prospective buyer whereby the latter is made aware of its obligations under the existing contract. The Client reserves its right to terminate the contract for any reasons including but not limited to it not being satisfied with the experience and credentials of the prospective buyer.
- 2.3.18 The Service Provider shall within 21 days after award of contract submit a performance bond to the satisfaction of the Client amounting to 10% of the awarded contract value for the first contract year issued by a local bank/insurance company and valid for a period of three months after the first contract year. Such performance bond is renewable on an annual basis during the term of the contract.
- 2.3.19 The Service Provider shall provide safe transport. Safe transport means the vehicle should be roadworthy/free from defects and comply with all requirements of Road Traffic Act/Regulation and the Client. All the drivers should have a valid driving license for the appropriate vehicle and should drive in line with road traffic regulations and also complying with airport authority regulations when driving inside the airport compound. Drivers should have rest periods between shifts as per Employment Rights Act or any other relevant regulations. Safety should not be compromised. The Service Provider should ensure that such rest periods are respected and proofs of roster should be produced as and when required. The Service Provider should also ensure that all the drivers do not perform trips for third parties during their rest periods.

- 2.3.20 The Service Provider must mandatorily perform all trips that are allocated to it as from planning stage on the eve and is not allowed to refuse performance of trips. In exceptional and emergency cases, stand by vehicles and drivers should be used. In the event that a voucher is not accepted at point of issuance or a trip is not performed after acceptance of voucher, the full cost of the trip will be charged to the Service Provider. The corresponding amount will be deducted from invoices claimed by the Service Provider.
- 2.3.21 An additional penalty fee of 20% of the cost of trip will be charged to Service Provider in the event that any listed staff is left behind by the driver.

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

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

- 3.1.1 When the Public Service Vehicle Licence (PSVL) granted by the National Transport Authority to the Service Provider is suspended or revoked, the Client will terminate the contract with immediate effect.
- 3.1.2 The Service Provider will not be held liable for delayed or cancelled trips due to force majeure provided that prompt notice is provided to the Client. Force majeure includes acts of war, natural calamities including earthquake, flood and cyclones, riots and other social unrest as described in Article 8 below.

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

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

Service Provider shall provide written explanation to the Client regarding service failure upon request.

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

- Delay from 10 to 15 minutes - 10% on the trip cost
- Delay of above 15 minutes to 20 minutes - 15% on the trip cost
- Delay above 20 minutes to 20 minutes - 20% on the trip cost
- Delay of more than 30 minutes – 30% on the trip cost

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

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

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

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

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

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

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

- 4.3 The Client reserves its prerogative to withdraw drivers from the Service Provider's official list of drivers which according to the Client does not meet conditions/standards set above.
- 4.4 Service Provider's vehicles or that of sub-contractors if any, should be acceptable to the Client. The Client reserves its prerogative to accept the type of vehicle to be used for the transfer of its employees, employees of its subsidiaries and any other designated persons as requested by the Client.
- 4.5 The number of indicative weekly trips depicted in Annex 1 may be subject to increase or decrease without resulting from any obligation from the Client.
- 4.6 The Transport Section of the Client shall represent the Client in monitoring the performance by the Service Provider of his obligations under the present agreement and for that purpose, shall be entitled to give such instructions to the Service Provider for the performance by him of his obligations under the present agreement.
- 4.7 The Client shall at any time upon giving prior reasonable notice to the Service Provider carry out an audit at the office(s) and vehicles of the service provider in order to ascertain itself that the service provider is complying with its obligations under the Contract.
- 4.8 When performing trips for the Client, all the vehicles should display a signage of "Air Mauritius" on the front windscreen for employees to identify the vans.

## **5. SUBCONTRACTING**

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

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

## **6. CHARGES FOR TRANSPORT SERVICES**

The charges for the provision of transport services as from 1<sup>st</sup> April 2023 have been mutually agreed by both parties as per Annex 2. The charges will be reviewed as and when required as per Clause 7.

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

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

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

- 7.1 In the event of renewal of contract, the “other costs” element of the price of trips will be adjusted annually on each anniversary date in an amount not exceeding the prevailing annual average change of the Official Consumer Price Index (CPI). However, the yearly increase for the “other cost” will be capped to a maximum of five (5) per cent.
- 7.2 The other 50% of the cost of trips, i.e the “fuel cost” element, will be adjusted as and when there is revision in the price of Diesel as published by the relevant authority. The adjustment will be made on the basis of the average percentage (%) change in price of Diesel. The price per trip as per enclosed Annex 2 (as from 01/10-/2025) is based on the Diesel price of MUR ..... per Litre.

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

## **8. FORCE MAJEURE**

Subject to other provisions of this Agreement the failure of a Party to fulfill its obligations under this Agreement shall not be considered to be a breach of, or default under this Agreement insofar as such inability arises from an event of force majeure, provided that the Party affected by such an event:

- (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the present Agreement;
- (b) and has informed the other Party as soon as possible about the occurrence of such an event and shall keep that Party fully informed of

their continuance and of any relevant change of circumstances whilst such force majeure continues.

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

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

## **9. CONFIDENTIALITY**

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

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

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

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

## **10. DATA PROTECTION**

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

## **11. ANTI-BRIBERY AND CORRUPTION/ANTI-MONEY LAUNDERING PROVISION**

Both MK and service providers (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 authorised 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 to the Agreement, any concern cannot be resolved in the good faith and reasonable judgment, then either party, on written notice to the other party, may terminate the Agreement with immediate effect.

## **12. DURATION AND TERMINATION**

- 12.1 This Agreement shall be for an initial duration of one (1) year starting on 1<sup>st</sup> October 2025 and may be renewed under the same terms and conditions for two (2) additional years at the sole discretion of the Client and subject to satisfactory performance. In the event Client opts to renew this Agreement for the above mentioned two (2) additional years, the Service Provider shall have the obligation to provide the required services as per the terms and conditions of this Agreement.
- 12.2 Notwithstanding the above, the Client may terminate the Agreement by giving an advance notice of one hundred and eighty (180) days to the other party of his intention to terminate the contract.
- 12.3 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.
- 12.4 Either Party may also terminate this Agreement immediately if the other party becomes insolvent or is declared bankrupt.
- 12.5 Termination shall be without prejudice to the rights and obligations of either party accruing as at date of termination.

## **13. 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.

#### **14. 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 Ltd:

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

Email:

For Service Provider:

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

Email:

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

#### **15. 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 Ltd

For .....

.....

.....

Date:

Date:

.....

.....

Date:

Date:

**Annex 1 to Contract Agreement**  
**Indicative Weekly trip configuration and quantity**

<b>Trips starting from Airport and ending at following points and vice versa</b>	<b>Number of Weekly Trips</b>	
	1-4 pax	5-14 pax
STE CROIX / ROCHE BOIS/PORT LOUIS/ POINTE AUX SABLES/VALLEE DESPRETRES	117	137
GRANDE RIVIERE / COROMANDEL / BEAU BASSIN/MOKA/ST PIERRE / ROSE HILL/ QUATRE BORNES	218	181
VACOAS/ST PAUL/ PHOENIX/ CAMP FOUQUERAUX/HIGHLANDS	28	197
FOREST SIDE/ CUREPIPE/ EAU COULEE/ CASTEL/ MESNIL/ FLOREAL	37	43
NOUVELLE FRANCE/ UNION PARK/ ROSE BELLE/ NEW GROVE/ MARE D'ALBERT/PLAINE MAGNIEN/MAHEBOURG/ POINTE DESNY	146	319

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

**Annex 2 to Contract Agreement**  
**Price per trip in MUR as from 01/10/2025**

<b>Trips starting from Airport and ending at following points and vice versa</b>	<b>Price per trip</b>	
	1-4 pax	5-14 pax
STE CROIX/ROCHE BOIS/PORT LOUIS/ POINTE AUX SABLES/VALLEE DES PRETRES		
GRANDE RIVIERE / COROMANDEL / BEAU BASSIN / ROSE HILL/ MOKA /ST PIERRE/QUATRE BORNES		
VACOAS/ST PAUL/ PHOENIX/ CAMP FOUQUERAUX/HIGHLANDS		
FOREST SIDE/ CUREPIPE/ EAU COULEE/ CASTEL/ MESNIL/ FLOREAL		
NOUVELLE FRANCE/ UNION PARK/ ROSE BELLE/ NEW GROVE/MARE D'ALBERT/PLAINE MAGNINE/ MAHEBOURG/ POINTE DESNY		

***Note: All above prices are inclusive of VAT***

## **Annex 3 to Contract Agreement**

### **Price revision scenarios during contract period**

#### **Scenario 1**

Year 1/2

Assumptions

Price/cost of trip as at the start of the contract i.e 01/10/2025 = MUR 1000  
i.e. MUR 500 “fuel cost” element + MUR 500 “other cost” element

Price of fuel increases by 10% as from 01/12/2025

Consumer price Index (CPI) for the period October 2025 to September 2026  
as published by the Central Statistical Office (CSO) = 5%

Price of fuel increases by 5% as from 01/11/2026

Consumer price Index (CPI) for the period October 2026 to September 2027  
as published by the Central Statistical Office (CSO) = 4%

Calculation of Revised price

1. Revised price effective 01/12/2025=  $(1.1 \times \text{MUR } 500 + \text{MUR } 500) = \text{MUR } 1,050$
2. Revised price effective 01/10/2026 (1<sup>st</sup> anniversary of the contract): To apply CPI on “other costs” element only =  $(\text{MUR } 550 + 1.05 \times \text{MUR } 500) = \text{MUR } 1,075$
3. Based on the above increases, the cost structure as from the second year of the contract will be 51.16% “fuel cost” element and 48.84% “other costs” elements.
4. Revised price effective 01/11/2026=  $(1.05 \times \text{MUR } 550 + \text{MUR } 525) = \text{MUR } 1102.50$
5. Revised price effective 01/10/2027 (starting the 3<sup>rd</sup> year of the contract) =  $(\text{MUR } 577.5 + 1.04 \times \text{MUR } 525) = \text{MUR } 1123.50$

## Scenario 2

Year 1/2

### Assumptions

Price/cost of trip as at the start of the contract i.e 01/10/2025 = MUR 1000  
i.e. MUR 500 “fuel cost” element + MUR 500 “other cost” element

Price of fuel decreases by 10% as from 01/12/2025

Consumer price Index (CPI) for the period October 2025 to September 2026  
as published by the Central Statistical Office (CSO) = 10%

Price of fuel increases by 5% as from 01/11/2026

Consumer price Index (CPI) for the period October 2026 to September 2027  
as published by the Central Statistical Office (CSO) = 5 %

### Calculation of Revised price

1. Revised price effective 01/12/2025 =  $(0.9 \times \text{MUR } 500 + \text{MUR } 500) = \text{MUR } 950$
2. Revised price effective 01/10/2026 (1<sup>st</sup> anniversary of the contract): To apply CPI on “other costs” element only + capped to a maximum of 5% =  $(\text{MUR } 450 + 1.05 \times \text{MUR } 500) = \text{MUR } 975$ .
3. Based on the above revisions, the cost structure as from the second year of the contract will be 46.15 % “fuel cost” element and 53.85% “other costs” elements.
4. Revised price effective 01/11/2026 =  $(1.05 \times \text{MUR } 450 + 525) = \text{MUR } 997.50$
5. Revised price effective 01/10/2027 (starting the 3<sup>rd</sup> year of the contract) =  $(\text{MUR } 472.5 + 1.05 \times \text{MUR } 525) = \text{MUR } 1023.75$

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