



REQUEST FOR PROPOSAL (RFP)

Cleaning of Offices and Vehicles

PROC/137/20/GM

24th October 2020

1. Introduction

Air Mauritius Ltd [Administrators Appointed], also known as MK, is hereby inviting bids from established service providers with proven track record and experience for the **provision of cleaning services** for its **Offices and Vehicles/Ground Support Equipment**.

About Air Mauritius

Air Mauritius is the national carrier of the Republic of Mauritius. The company whose majority shareholder is the Government of Mauritius, has been placed under voluntary administration since the 22nd April 2020. It is important to emphasize that voluntary administration is not a liquidation. This is a safe measure taken by the Board of Air Mauritius in order to turnaround the prevailing financial situation.

More information about Air Mauritius can be accessed via its website: www.airmauritius.com

2. RFP Objectives

This Request for Proposal (RFP) exercise aims at selecting a service provider(s) with **proven tracked record and experience** in the provision of efficient, reliable and quality cleaning services.

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

3. Scope of Services

It is the intent of Air Mauritius to enter into a 3-year contract effective **1st January 2021** with the selected Service Provider(s) for the required cleaning services which include but are not limited to the following:

- Cleaning of Air Mauritius offices at SSR airport, Medcor Building - Port Louis and Cyber City, Ebène
- Cleaning of Air Mauritius Lounge at SSR Airport
- Cleaning of company's vehicles and Ground Support Equipment

any other cognate duties as may be assigned by Client.

The scope of the required cleaning services, the contractual terms governing the agreement between Air Mauritius and the selected service provider as well as the Service Level Agreement is detailed in **Annex 1** of this tender document.

4. Evaluation and Selection

Air Mauritius will evaluate proposals and select the service provider(s) based on the following main criteria:

- **Mandatory**

- Submission of tender bond
- Bidders shall have **at least three (3) years'** proven experience in the provision of cleaning services.

Proposals which do not comply with the above main requirements will not be considered. Only those proposals which meet the above mandatory requirements will be retained for evaluation. The technical and financial criteria are defined as below:

- **Technical**

- Relevant experience and references: Company profile showing the number of years' experience in the cleaning services field supported by contactable references of companies where similar services have been provided and the value of such contracts per annum.
- Personnel/team members that would be assigned to the Air Mauritius contract showing their reporting lines and organisational structure to deliver the required services
- Qualification, training and experience of manager and supervisors to be assigned to the Air Mauritius contract
- Work methodology to deliver the required services
- Equipment to be deployed to deliver the required services
- Health and safety policy
- Relevant training provided to staffs
- Adherence to the terms and conditions governing the agreement with Air Mauritius including the Service Level Agreement
- Financial soundness of the service provider
- Any other references or factors relevant to the supplier's capacity and willingness to satisfy Air Mauritius requirements.

- **Financial**

- The financial proposal, including prices, discounts and payment terms.

As part of the evaluation exercise, shortlisted service providers may be contacted for clarifications regarding their proposals and called upon to carry out a presentation of their respective company profile, experience, expertise and methodology to deliver the required services.

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

5. Commercial Information/Content of Proposal

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

- Each bidder is requested to submit its financial proposal based on template in **Annex 2** of this tender document indicating clearly the cost of each item.
- For our qualitative/technical assessment, each bidder is requested to provide the following information:

Company profile and relevant experience

- Bidders must submit their company profile showing the number of years' experience in the cleaning services field supported by contactable references of companies where similar services have been provided and the value of such contracts per annum.
- Proof of at least three (3) years' proven experience in the provision of cleaning services.

Staff Experience and Qualifications

Bidders should provide a list of personnel/team members that would be assigned to the Air Mauritius contract showing their reporting lines and organisational structure to deliver the required services.

- Bidders should submit the curriculum vitae and proof of training (copies of certificates) of manager and supervisors to be assigned to the Air Mauritius contract.
- Relevant training provided to staffs

Methodology to deliver the required services

Bidders should submit relevant information on the project management and implementation methodology to deliver the required cleaning services including but not limited to:

- Main Activities & Tasks with intervals
- Milestones
- Timeframe
- Dedicated resources

List of Equipment

- Bidders should submit the list of equipment to be deployed at Air Mauritius premises to deliver the required services as well as list of vehicles owned.

Health and safety policy

- Bidders should provide their health and safety policy, which must be compliant to regulations applicable in Mauritius and the airline industry.

Annex 3 - Adherence to the terms and conditions governing the agreement with Air Mauritius including the Service Level Agreement duly filled and signed.

Annex 4 - List of contracts (client portfolio) executed during the last five years together with references duly filled

Audited financial statements or financial statements submitted to the Registrar of Companies for the last two years.

- Tender Bond
- Additional documents to be submitted and Document Checklist as per **Annex 5** duly filled.

Failure to submit the required information / documents may entail the service provider's elimination from the final selection process.

6. Submission of Proposal

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

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

Both the financial and technical proposals should then be enclosed in one single envelope with reference “Tender – Cleaning Services – PROC/137/20/GM” written on it, and should be submitted in the Tender box situated to the following address:

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

The closing date for the submission of proposal is **Monday 09th November 2020 at 13.00 hours local MRU time**. Proposals received after the closing date and time will not be considered.

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

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

Important Notes:

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

7. Process Schedule

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

- | | |
|--|--------------------------------|
| ➤ Issue of RFP | 24 th October 2020 |
| ➤ Deadline for Submission of Proposals | 09 th November 2020 |
| ➤ Letter of Offer (tentative) | 30 th November 2020 |

8. Communication

All queries concerning this RFP should be addressed in writing to the following email address, Procurement_RFP_Admin@airmauritius.com by latest **03rd November 2020**.

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

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

9. Site Visit

A site visit has been planned for potential bidders who wish to take cognizance of the premises for which cleaning services are required as follows:

- SSR Airport: Wednesday 28th October 2020 at 9.30 am (meeting point DCA Permit Office)
- Air Mauritius Centre, Port Louis: Thursday 29th October 2020 at 09h30 (meeting point at Air Mauritius Centre main entrance)
- Cybertower 1 – Ebène: Thursday 29th October 2020 at 13h30 (meeting point near Air Mauritius ticketing counter in Cyber Tower 1)

Interested parties should confirm their participation to the site visits and submit full name of attendees as written on their individual NIC (maximum of two persons per party), their respective NIC number and vehicle number at latest by **Tuesday 27th October 2020 at 13.00hrs** to the email address stipulated in Article 8 of this RFP document.

10. Tender Bond

- In order to secure the due performance by bidders of the obligations undertaken by them, tenders must be accompanied by a tender bond for the sum of **One Hundred Thousand Rupees (Rs 100,000/-)**.
- Bidders must provide a tender bond to the satisfaction of Air Mauritius Ltd from a local commercial bank which will be jointly and severally bound with the bidder.
- Tenders which are not accompanied by a tender bond shall be rejected.

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

11. Rights of Air Mauritius

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

12. Conditions

All proposals submitted are subject to the following conditions:

- Air Mauritius, its Directors, Employees, Administrators 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, its Directors, Employees, Administrators 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 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.

13. 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.

ANNEX 1

TERMS AND CONDITIONS GOVERNING THE AGREEMENT WITH AIR MAURITIUS INCLUDING SCOPE OF WORK AND SERVICE LEVEL AGREEMENT

AGREEMENT

This agreement is made this

BETWEEN

Air Mauritius Limited (Administrators Appointed) C/o 9th Floor, Ebene Tower, 52 Cybercity, Ebene, Mauritius (Tel: +230 467 3001 Fax: +230 454 7311), bearing registration Number C07001600, a company incorporated in the Republic of Mauritius with its registered office at Rogers House, 5 President John Kennedy Street, Port Louis, Mauritius. (hereinafter referred to as Client)

and

....., a company duly incorporated under the laws of the Republic of Mauritius with Business Registration Number and having its registered office at, Republic of Mauritius (hereinafter referred to as **Service Provider**)

Air Mauritius Limited (Administrators Appointed) and individually or jointly also referred to hereinafter as “the Party” or “the Parties”

1. GENERAL CONDITIONS

1.1. Definitions

- a) Where Client is the national Airline of the Republic of Mauritius.
- b) Where Service Provider provides cleaning services in the Republic of Mauritius.
- c) Where Client is desirous of contracting out cleaning of Client’s offices, vehicles, Ground Support Equipment, green spaces, provision of hygiene services at Client’s lounge and any other cognate duties as may be assigned by Client.
- d) Where Service Provider is desirous of providing cleaning of Client’s offices, vehicles, Ground Support Equipment, green spaces and provision of hygiene services at Client’s lounge and any other cognate duties as may be assigned by Client.

WHERE THE PARTIES HAVE AGREED AS FOLLOWS:

1.2. Interpretation

- 1.2.1. The terms and conditions of this Agreement include:-
(a) the present Agreement; and
(b) The Annexes to the present Agreement;

Together with any future amendments there to or additional annexes or Attachments included and duly agreed and signed by both parties.

- 1.2.2. The headings and clauses in this Agreement are inserted for convenience and reference only and should not be considered as limiting or extending any provision of this Agreement.
- 1.2.3. This Agreement constitutes the entire Agreement between the Parties. No statements, promises or inducements made by any Party which are not contained in this written Agreement shall be valid or binding on the Parties.
- 1.2.4. If any provision or part of any provision of this Agreement should be found invalid, illegal or unenforceable by any Court of Law, such provisions or part there of shall not affect the remaining provisions of this Agreement which shall remain valid and binding on the Parties.
- 1.2.5. 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 other party or to any person or entity located in any part of the world.

1.3. Assignment and Sub-Letting

Service Provider shall not assign, transfer or sub-contract the whole or any part of the works.

1.4. Inspection of Works

Client shall have the right at all reasonable times to inspect any portion of the works.

1.5. Responsibility of Service Provider

- 1.5.1. The Service Provider will have to provide the required cleaning services over a 7 days by 24 hours basis during contract period.

- 1.5.2. The Service Provider shall be duly registered with relevant authorities including the Mauritius Revenue Authority.
- 1.5.3. The Service Provider shall be responsible to provide uninterrupted cleaning services even during unforeseen circumstances like natural disasters, social agitation, disturbance, strikes, etc.
- 1.5.4. The Service Provider shall be responsible for any discrepancies, errors or omissions in the works, provided that such discrepancies, errors or omissions are not due to incorrect or inaccurate information furnished to the Service Provider in writing by the Client.
- 1.5.5. The Service Provider shall at its own expense carry out any alterations or remedial work necessitated by reason of such discrepancies, error or omissions for which he is responsible.
- 1.5.6. The Service Provider shall provide all cleaning materials and chemicals for the performance of all cleaning services under this Agreement.

1.6. Contract Price & Payment

- 1.6.1. The Client shall pay the Service Provider monthly agreed total contract price Ex VAT applicable as follows:

First year –
 Second year –
 Third year –

Price shall be fixed and applicable during the agreement period.

- 1.6.2. Payment of Service Provider invoices inclusive of VAT whenever applicable will be made 45 days following the month of service provided.
- 1.6.3. The invoices submitted with all supporting documents should be send to the attention of the Client’s Manager Aircraft Appearance and Upkeep.
- 1.6.4. Payment should be made to the order of

1.7. Commencement, Duration and Termination

- 1.7.1. This Agreement shall come into force on 1st January 2021 and shall continue to be in force until 31st December 2023 under the terms and conditions listed in this Agreement unless terminated by either Party according to the provisions of Article 1.7.

- 1.7.2. This Agreement may be terminated by the Client upon giving 90 (ninety) days' notice in writing to the other Party by registered post without ascribing any reason for its decision nor incurring any liability for such a decision.
- 1.7.3. Notwithstanding the above, this Agreement may be terminated at all times by any Party in the event the other Party is in breach of any of its fundamental obligations under the present Agreement and has not remedied the said breach within 30 (thirty) days of the service of a notice to this effect.
- 1.7.4. The Client may terminate the agreement forthwith if it is not satisfied with the performance of the Service Provider.
- 1.7.5. The Client may terminate this agreement at any time if Service Provider becomes insolvent, makes a general assignment for the benefit of creditors, or commits an act of bankruptcy.
- 1.7.6. Upon termination or non-renewal of the present agreement, The Service Provider shall not claim any sum whatsoever from Client such as loss of business and /or compensation from whatever loss, prejudice and /or damage which may be incurred by Service Provider as a result of termination or non-renewal of the Agreement.

2. Obligations of Service Provider

2.1. General Obligations

- 2.1.1. The Service Provider agrees, for the duration of the present contract, to provide cleaning services to Client in regards to cleaning of Client's offices, vehicles, Ground Support Equipment, green spaces and provision of Hygiene Services at Client's lounge, and any other cognate duties as may be assigned by Client. Details of the required cleaning services namely the Scope of Work and Service Level Agreement are spelt out in enclosed **Appendix A** of this present contract.
- 2.1.2. The Service Provider shall execute the works with due care and diligence within the allocated time for completion and provide all labour and equipment, necessary for carrying out his obligations under the agreement. Time shall be of the essence for this agreement.
- 2.1.3. The Service Provider will undertake to use all reasonable skills and expertise to provide cleaning services of high quality acceptable to Client within the duration of the agreement.

2.2. Performance Bond and Surety

- 2.2.1. In order to secure performance by the Service Provider, of all its obligations under the present agreement, the Service Provider shall provide a bond to the Client for a sum equivalent to 10% of the annual contract value. The bond shall be valid for the duration of the contract.
- 2.2.2. If the Client shall consider itself entitled to cash the bond, it shall inform the Service Provider specifying the default of the Service Provider upon which it relies to cash the bond. Should the Service Provider fail to remedy such default within 60 days after the receipt of such notice, the Client shall be entitled to require the bond to be forfeited to the extent of the loss or damage incurred by reason of the default.

3. Work Programme and Scope of Work

3.1. Deliverables

- 3.1.1. One week in advance of the works being carried out, the Service Provider shall submit for Client's approval, a program showing the order in which the works will be completed.
- 3.1.2. The Service Provider shall adhere to the order of procedure and method stated in his program unless written permission is obtained from Client to vary such order or method.

3.2. Scope of Work

The cleaning services will include, but not limited to, the following:

a) Office and Vehicles/Ground Support Equipment Cleaning

- Cleaning of Client offices located at SSR airport - Plaisance, Client's Lounge at SSR Airport, Medcor Building - Port-Louis and Ground Floor, 11th Floor at Cyber Tower 1, Ebene.
- Cleaning of company's vehicles and Ground Support Equipment
- Provision of hygiene services at Client's lounge
- Any other cognate duties as may be assigned by Client.

Details on the scope of work is spelt out in enclosed **Appendix A** to this Agreement.

4. Service Provider Supervision

4.1. Service Provider's Representative and Workmen

The Service Provider shall employ one permanent Site Manager and/or more competent representatives, whose name or names shall have previously been communicated in writing to the Client to supervise the carrying out of works on the site. The said representative, or if more than one shall be employed, then one of such representatives, shall be present on the site during all working hours.

4.2. Notice of Objection

The Client may by notice in writing to the Service Provider object to any representative or person employed by the Service Provider in the execution of or otherwise about the works and the Service Provider shall remove such person from the works.

4.3. Transport

The Service Provider shall ensure transport of its personnel at all times in order to fulfill its obligations.

4.4. Movements of Personnel

The Service Provider shall ensure that the movements of all personnel who are on duty on site conform to the Department of Civil Aviation guidelines and regulations. The Service Provider shall ensure stringent discipline of its personnel. In this respect, the Service Provider must ensure that it obtains the necessary permit from the Department of Civil Aviation for all its personnel and such passes be prominently worn by the person concerned.

4.5. Health & Safety

The Service Provider must ensure that service provided is in strict compliance with all statutory requirements as set out in the Occupational Safety & Health Act 2005 and any subsequent amendments or regulations made under the Act as well as to the Dangerous Chemicals Act of 2005.

The Service Provider shall submit a copy of its Health & Safety Policy, copies of all risk assessments carried out for the various cleaning activities, equipment used and also their method statements of works and at the time of signature of contract and shall ensure that all their employees are properly inducted and trained in health and safety matters.

The Service Provider shall provide evidence that all their cleaning staff are vaccinated against Hepatic A& B and have undergone other medical tests required under OSHA of 2005 and any other relevant legislations and they should ensure that there is a full disclosure of illnesses such as epileptic

fits, cardio vascular diseases and diabetes as there will be involved with working at height.

The Service Provider shall ensure that all employees are provided with the necessary personal protective equipment to protect them against bodily injury while carrying out their work activities.

The Service Provider shall ensure that their employees are not under influence of alcohol or any other substance while at work and shall request them to comply with all the Client's rules with regard to smoking prohibition within its premises.

The Service Provider shall ensure that all provisions are made to provide first aid facilities including conveyance to medical institutions in case of illnesses or injuries sustained while at work.

The Service Provider shall submit all material safety data sheets for chemicals and technical data sheets for equipment and should ensure that all equipment are properly maintained and their electrical cords, sockets, plugs etc are in good working conditions.

All steps ladders should be fit for the work to be carried out and they should be properly inspected prior to use. All defective ladders or step ladders should be tagged and put out of use.

4.6. Security

The Service Provider shall ensure that any personnel recruited and having access to the site must have been issued with a clean certificate of morality from the Director of Public Prosecutions of Mauritius.

All personnel deployed by the Service Provider shall be free from illegal substances dependency of any kind, and must not have been convicted of any crime of misdemeanor. A Certificate of Character from the office of the DPP, not older than 6 months and an employee fact sheet as requested by the Client is required for all the Service Provider employees working within Client airport compounds.

The Service Provider shall be responsible for the management of Airport Security Identification Card (ASIC) of its employees. All expired and unused ASIC shall be returned to Client's Security within 48hours of the individual not being in employment within Client airport compounds.

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.

If the employee of the Service Provider is found to violate any security regulations, Client will immediately withdraw his/her ASIC and he/she will be removed from the company premises.

The Client reserves the right to search any employee of the Service Provider and his/her belongings upon entry / exit to and from its premises, aircraft or airport boundary.

The Client reserves the right to search the vehicle of any employee of the Service Provider or its own vehicles upon entry / exit to and from its premises or airport boundary.

4.7. Service Provider's Equipment

The Service Provider shall, at his own expense, provide all equipment haulage including carpet cleaning equipment and power necessary to execute and complete the works.

4.8. Electricity, Water and Gas

The Service Provider shall be entitled to use for the purposes of the works such reasonable supplies of electricity, water and gas as may be available thereof on the site.

4.9. Company Uniform

The Service Provider shall ensure that all its personnel must be attired in their company uniform at all times while on site. Such uniforms must be made of 100% polyester material and must conform to such guidelines as may be issued from time to time by the Client.

Employees of the Service Provider working at Client's lounge shall wear special uniform and be well groomed at all times. This shall be mutually agreed between both parties.

The Service Provider shall also ensure that all its personnel are provided with the necessary equipment including protective apparel which must be worn on site at all times to support continuous performance of its contractual obligations.

4.10. Alcoholic Liquor or Drugs or Smoking

The Service Provider shall ensure that none of its employees consumes alcoholic liquor or drugs or indulges in the smoking of cigarettes or any other nicotine products at the site.

4.11. Disorderly Conduct

The Service Provider shall at all times take all precautions to prevent any unlawful riotous or disorderly conduct by or amongst his employees.

5. Liability For Accidents and Damage

5.1. Liability

- 5.1.1. The Service Provider shall be solely liable and shall take full responsibility for any loss or damage resulting to any of Client's employee and/ or his property from an act or omission of the Service Provider relating to the provision of cleaning services under the present agreement.
- 5.1.2. The Service Provider shall indemnify and hold Client harmless against all actions, suits, claims, demands, costs, charges, judgements and expenses arising out of the performance, by him of the cleaning services under the agreement including death and or injury of third parties and or loss and / or damage to property of third parties.
- 5.1.3. The Service Provider shall likely indemnify and hold 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 including loss and / or damage to property of the servant and / or employee of the Service Provider in the performance of this agreement.
- 5.1.4. The Service Provider shall indemnify and hold harmless the Client from and against all liabilities, damages and losses to Client premises, arising from or in connection with the performance of its obligations under the present agreement.
- 5.1.5. The Service Provider shall cause its insurers to waive their rights of subrogation against Client, its officers, agents, servants and employees.

5.2. Care of the Works

The Service Provider shall take full responsibility for the care of the works or any section or portions thereof. The Service Provider shall also be liable for any loss of or damage to the works occasioned by the Service Provider or any of its servants or agents in the course of any operations carried out by Service Provider for the purpose of completing the work program.

5.3. Insurance

- 5.3.1. The Service Provider shall, at all times, maintain full insurance cover to the satisfaction of Client with regard to all risks including those of damage, to Service Provider's employees, Client aircraft, vehicles and premises as well as risks to third parties.

5.3.2. The Service Provider should ensure that all its equipment, vehicles and employees are properly insured in all weather conditions (including without limitation cyclonic conditions III and IV, Riots, Social unrest and floods). Insurance certificates should be submitted prior to signing of contract. Client may, at any time, require the Service Provider to take additional insurance to cover such other risks as Client may consider appropriate or to increase the amount of such insurance cover.

5.4. Claims for Damage to Persons or Property

In the event of any claim made against the Client arising out of the contract and in respect of which the Service Provider may be liable under this clause, the Service Provider shall be promptly notified thereof, and at his own expense conduct all negotiations for the settlement of the same and take over any litigation that shall arise there from.

The Service Provider agrees and accepts to bear all responsibility for the acts and doings of its officers, employees and agents.

6. General Obligations of Client

6.1. Work Plan, Programme & Schedule

The Client will communicate to the Service Provider all work programme and deliverables as per Client procedures.

The Client shall make available to Service Provider relevant data for the operation of the works.

6.2. General Facilities

The Client shall provide storage and office space to the Service Provider and its employees provided that such space be put to optimum use and be kept clean at all times by the Service Provider as per the Client's set standard.

6.3. Authority For Access

In the execution of the works, no persons other than the Service Provider and its employees shall be allowed on the site, except by the written permission of the Client.

6.4. Hours of Work

Unless otherwise provided in the specification, the Client shall give the Service Provider facilities for carrying out the works on the site continuously during the normal working hours generally recognized in the industry. Client may direct that work shall be done at other times if it shall

be practicable in the circumstances for work not to be so done during normal hours of work.

6.5. Competency of personnel

The Service Provider is responsible to ensure that all the personnel involved in the cleaning, supervision and management are competent for the work they have been assigned for. Upon request of the client, the Service Provider must be able to demonstrate, through training records and or experience that the personnel are competent for the assigned tasks.

7. Force Majeure

The failure of a Party to fulfil 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 perform the obligations of the present Agreement; and
- (b) has informed the other Party as soon as possible about the occurrence of such an event.

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

8. Assignment

Any partial or total transfer of rights and obligations under this Agreement by any Party to a third party is strictly prohibited unless prior written consent is given by the other Party.

9. Confidentiality

Both Parties shall keep confidential and not copy, issue or in any way disclose to any third party any information of whatever nature obtained or received by arising out of or in connection with this Agreement unless otherwise authorised by the prior written consent of the other Party. All information supplied by a Party to the other pursuant to this Agreement shall be only used by the other in connection with the service.

10. Breach of the Contract

10.1. Breach of a Party’s Obligations

In the event of any breach to this Agreement by any Party, the injured Party shall by way of notice in writing inform the Party in breach to take steps to remedy the breach and the Party in breach shall take all necessary actions to remedy the breach with 2 weeks of receipt of the notice.

10.2. Penalty Clause

Notwithstanding the Liability provision at Clause 5 above, any failure on the part of the Service Provider to comply with any of its obligations under the contract and with the Service Level Agreement signed between the parties may render the service provider liable to a fixed penalty of MUR 5,000 for each breach, amount of which will be deducted from the monthly invoice.

11. Governing Law and settlement of dispute

11.1. The Mauritian Courts shall have exclusive jurisdiction in all disputes under this Agreement.

11.2. 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.

IN WITNESS WHEREOF the parties hereunto have caused this Agreement, done in two originals, to be duly executed the day and the year herein written.

Signed:
On behalf of
Air Mauritius Ltd

Signed:
On behalf of
.....

.....

.....

.....

APPENDIX A - SCOPE OF WORK AND SERVICE LEVEL AGREEMENT FOR CLEANING SERVICES

Section 1: CLEANING OF AIR MAURITIUS OFFICES

Air Mauritius offices are located as follows:

- a. Air Mauritius Centre, Port-Louis (Appendix B)
- b. SSR International Airport (Appendix C)
- c. Cybertower 1, Ebène (Appendix D)

Cleaning of offices comprise of:

- Daily cleaning
 - a) Cleaning of office furniture, phones and PC's
 - b) Emptying of bins
 - c) Sweeping & Mopping of floor
 - d) Cleaning of toilets (except at Ebène)
 - e) Cleaning of windows
- Deep cleaning of offices (every two weeks)
 - a) Shampoo
 - b) Scrubbing and polishing of floors
 - c) Removal of dust
- Cleaning of green space at SSR airport, surroundings the following buildings:
 - a) Customer Services
 - b) MK Canteen
 - c) Operations
 - d) Qantas Building
 - e) Cargo Shed
 - f) Vehicle Washing Bay

Daily tasks

The service provider shall perform the following tasks daily:

a. Hard Floors

- ❖ Sweep
To sweep the floor and collect all dirt and fluff, paying particular attention to corner areas where dust gathers. All waste materials to be disposed of.
- ❖ Spot/wet mop

To immerse the mop head in an approved cleaning solution, remove and wring out until almost dry. Mop floor and remove all marks and stains from the surface. A warning sign should be placed in the affected area.

❖ Wet/damp mop

The laying of cleaning solution using a cotton head mop and wringing bucket, to remove soilage and dirt.

❖ Strip and reseal

To remove all old floor polish from the floor areas, wash and neutralise the floor after rinsing, and apply three thin coats of dressing, or retreat the area with renovator/spray emulsion.

b. Soft Floors

❖ Vacuum clean

Vacuum all areas to remove all types of soiling. Where carpeted areas have heavy stains a spot clean operation will be carried out using an approved cleaning solution to remove any stains.

c. Miscellaneous.

❖ Damp wipe

The use of a well wrung-out cloth with an application of an approved detergent to remove dust/soil from all surfaces.

❖ Furniture, fixtures and fittings - dusting

Removal of dust and debris particles from surfaces by dry or damp methods.

❖ Graffiti removal

Using a specialised chemical or washing solution, apply liquid to soiled area, rub/dab and rinse clean.

❖ Spot clean

Remove all visible soil or marks by attention to the affected area.

❖ Toilet cleaning

Thorough cleansing and sanitising of all basins, urinals, showers, baths etc. and replenishing liquid soap and toilet rolls where necessary.

❖ Wash

Using sufficient water and approved cleansing materials remove dirt and marks followed by a rinse and dry. All surface soiling including soap residues to be removed and items left in a clean, dry, polished and hygienic condition.

- ❖ Waste removal
To empty waste bins etc., wipe clean and dispose of litter and other waste in plastic bags.

Deep cleaning

a. Hard floor

- ❖ Mechanical scrub
The use of an appropriate chemical solution applied to the floor and machine scrubbed using a coarse nylon pad. The slurry to be removed with a wet pick-up machine or wet mop. The floor to be damp-mopped using clean water. The floor to be left in a clean, safe condition.

b. Soft floor

- ❖ Wet shampooing
Using an appropriate chemical solution and cleaning equipment, shampoo and clean carpet. The carpet to be left in a safe condition.
- ❖ Furniture - polishing
The application of polish with a dry duster to remove any dirt and marks and leave clean. Finish by buffing to a deep lustre.

Frequency of Service

The frequency referred to in this specification is as follows:

The cleaning of offices should be on a daily basis and deep cleaned once every fortnight.

Basic services provided at the Head Office and Ebene should be:

SITE	DAYS	TIME	NO.OF OPERATIVES
Ebene	Mon- Sat	7.00-9.00	4 Part Timer
	Mon-Sat	8.00-11.00	1 Part Timer
	Mon- Fri	7.00-16.00	1 Full Timer
	Sat	7.00-12.00	
Head Office (Medcor)	Mon- Fri	7.00-16.00	12 Full Timer
	Mon - Fri	16.00-18.00	Only 6 Full Timer stay
	Sat	7.00-15.00	12 Full Timer

Airport Offices functioning within office hours should be provided with basic services from 08h30-16h30 hours from Monday to Friday (however the majority of cleaning will be done prior to 08:30 hours). Additional

services beyond this basic service provision should be provided as and when required.

Cleaning services at Airport shall be required on a 24 hrs basis at the following locations:

- ❖ Check-in Counters
- ❖ Operations Control Centre, Maintenance Control Centre and Ground Operations Control Centre.
- ❖ Operations Office
- ❖ Cargo Offices and Hangar
- ❖ Transport Office

Cleaning of Toilets

All toilets shall be cleaned regularly and should be kept in a clean and hygienic state at all times.

All the services should be offered with recommended standards to ensure basic Health & Safety.

Feminine sanitary bins should be provided and serviced every fortnight.

The Client shall provide toilet paper rolls and disposable hand towels to the Service Provider on a fortnightly basis. The Service provider shall be responsible to replenish toilet papers as and when required.

Section 2: CLEANING OF COMPANY VEHICLES

Daily cleaning and washing of (interior & exterior) of:

- Air Mauritius Vans
- Company's vehicles

Car wash bay should be manned by two operatives on a daily basis from 07 h 00 to 17 h 00.

Deep cleaning

The deep cleaning of one Air Mauritius van per day to be carried out on week days. The deep cleaning would consist of the following:

- Removal of Tar
- Polishing of Body
- Shampooing of seats
- Complete interior & exterior cleaning

Section 3: CLEANING OF COMPANY GROUND SUPPORT EQUIPMENT

To provide cleaning (pressure washing) of all Ground Support Equipment. The main equipment includes the following:

- Push back Tractors
- Airport Bus (interior and exterior)
- Aircraft Docking system (A340, A330, A319 & ATR72)
- High Lift Trucks
- Medilift
- Tractors
- High Loaders
- Mobile Conveyor belt
- Pallet & container dollies
- Baggage Trolleys
- Passenger steps
- Garbage truck

Cleaning to be performed on a rotation basis as instructed by Air Mauritius Manager - Aircraft Appearance and Upkeep.

Section 4: CLEANING OF AIR MAURITIUS LOUNGES

Air Mauritius lounges are located at SSR International Airport and consists of ground floor and mezzanine. The cleaning of the lounge involves the following:

- a) Cleaning of open entrance space
- b) Cleaning of office furniture, phones and PC's
- c) Emptying of bins
- d) Sweeping & Mopping of floor
- e) Cleaning of toilets & bathrooms
- f) Shampooing of carpets and sofas

Important note: The services in the lounge shall be required seven days a week, approximately 20 hours daily subject to aircraft operations.

Section 5: Provision Of Hygiene Services At Air Mauritius Lounges

The provision and servicing of Feminine sanitary and Nappy waste disposal with foot pedal to be serviced fortnightly as follows:

- Amédée Maingard Lounge : 11 units Feminine sanitary & 2 units Nappy waste
- Premium Lounge: 4 units Feminine sanitary & 2 units Nappy waste

Section 6: SITE SUPERVISION

The service provider shall provide a permanent site manager. He shall have a weekly meeting with the Air Mauritius Manager, Aircraft Appearance and Upkeep or someone delegated by latter.

The service provider shall ensure to provide at least one shift supervisor outside offices hours and will report to the Senior Administrative Supervisor - Aircraft Appearance and Upkeep on shift.

Liaison

Day to day problems with the level and quality of service provision should be referred to Air Mauritius Senior Administrative Supervisor and officially logged.

OFFICE TELEPHONE NUMBERS are as follows:

Senior Operations Assistants	603 3010, 603 3021 or 52 51 06 26
Supervisor	603 3022
Manager	603 3050

Performance Monitoring

To ensure that we meet our performance standards the following measures will be carried out:

- a. Daily spot-checks of cleaning by Supervisors.
- b. Log of cleaner's tasks as and when completed.
- c. Random monitoring if required.
- d. Feedback from clients is to be encouraged and would be welcome.

Equipment & Machinery

The service provider undertakes to supply and maintain all necessary mechanical cleaning equipment, all cleaning materials and personal protective equipment required to carry out all cleaning procedures.

APPENDIX B

Air Mauritius Buildings/Offices at SSR Airport

	Offices	Toilets	Mess	Stores	Corridor	Stairs	Committee Room	Locker Room	Work Shop	Class Room	Kitchen	Hangar	Waiting Room	Library	Simulator	Lounge	Ticketing Counters & LL
Old Terminal Building	15		3	1	1		1	4			3						
New Terminal Building	23		2	2							2						3
Cafeteria / HR Offices *	21	8	3		2	2	2				1		2				
Engineering	82	10	3	5	10	13	2	5	16	1	5	2	3	2			
Operations*	34	2	1		2	2	1			1	1						
Customer Services/ EPT*	36	11	6	11	8	6	1			7	4				1		
G.S.S.	25	4	2	4	2	5		1	10	4	1	2					
Qantas Building *	11	2	1	3	4	3			1		1		1				
Cargo Shed	29	11	2	2	3	3	1	1		1	2	1	2				
Amédée Maingard Lounge		9				2					2					3	2
Premium Lounge		4				2					2					2	1
Total	276	61	23	28	32	38	8	11	27	14	24	5	8	2	1	5	6

*Green space surrounding the above-mentioned buildings

Estimated number of operatives: 47

APPENDIX C

Air Mauritius Medcor Building

	Offices	Toilets	Lobby	Mess	Stores	Corridor	Stairs + escape route	Board Room	Locker Room	Kitchen	Open Space	Waiting Room	Platform	Gym
Level 1	2	3	1	1		1	2			2				
Level 2	16	12	1	4		1	2		1	1	1			
Level 3	15	4	1	1		1	2			1	1		2	
Level 4	3	4	1	1		1	2	1		1				1
Level 5		4*					2							
Level 6		4*					2							
Level 7		4*					2							
Level 8		4*					2							
Level 9		4*					2							
Level 10		4*					2							
Level 11	10	4	1	1		1	2	1		1				
Level 12		4*					2							
Level 14		4*					2							
Level 16	19	4	1	1	3	1	2	1		1				
Level 17	13	4	1			1	2			1				
Level 18	12	4	1			1	2	3		1				
Level 19	12	4	1	1		1	2	1		1		2		
Total	102	75	9	10	3	9	34	7	1	10	2	2	2	1

Note: * 8 Levels Toilets Cleaning only (Govt Office)

Estimated number of operatives: 11

APPENDIX D

Air Mauritius – Ebène

11 th Floor		All Air Mauritius offices
Ground Floor		TICKETING OFFICE
		MEZANINE OFFICE
		TICKETING RECEPTION

Estimated number of operatives: 03

ANNEX 2

FINANCIAL PROPOSAL TEMPLATE

Monthly Financial proposal for the provision of cleaning services (exclusive of VAT) is as follows:

	Year 1	Year 2	Year 3	Total
	MUR			
Offices at SSR Airport including lounge				
Offices at Air Mauritius Centre				
Offices at Ebène				
Cleaning of company vehicles and Ground Support Equipment				
Total				

Note:

1. Rate per man hour for other cognate duties : MUR..... excl. VAT
2. Rate per operative for any additional day : MUR excl. VAT

ANNEX 3

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 together with its Appendices for the Provision of Cleaning Services as detailed in enclosed Annex 1 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.*

ANNEX 4

**LIST OF CONTRACTS (CLIENT PORTFOLIO) EXECUTED DURING THE
LAST FIVE YEARS**

SN	Company Name	Annual Contract Value (MUR)	Duration	Remarks

Bidders to attach letter of reference for the above-mentioned contracts together with contact details of the references.

ANNEX 5 - DOCUMENT CHECKLIST

The following documents are to be submitted with the proposal:

S/N	Documents to be submitted	Tick if submitted
1	Financial proposal - Annex 2 duly filled	
2	<p>Company profile and relevant experience</p> <ul style="list-style-type: none"> - Bidders must submit their company profile showing the number of years' experience in the cleaning services field supported by contactable references of companies where similar services have been provided and the value of such contracts per annum. - Proof of at least three (3) years' proven experience in the provision of cleaning services. - Proof of at least three (3) years' proven experience in the provision of aircraft cleaning services as applicable. - Experience in aircraft cleaning services. 	
3	<p>Staff Experience and Qualifications</p> <ul style="list-style-type: none"> - Bidders to provide total number of employees employed - Bidders to provide a list of personnel/team members that would be dedicated/assigned to the Air Mauritius contract (at SSR Airport , Ebene and Port Louis) showing their reporting lines and organisational structure to deliver the required services. - Bidders should submit the curriculum vitae and proof of training (copies of certificates) of manager and supervisors to be assigned to the Air Mauritius contract. - Relevant training provided to staffs 	
4	<p>Methodology to deliver the required services</p> <p>Bidders should submit relevant information on the project management and implementation methodology to deliver the required cleaning services including but not limited to:</p> <ul style="list-style-type: none"> - Main Activities & Tasks - Milestones - Timeframe - Dedicated resources 	

5	<p>List of Vehicles and Equipment</p> <ul style="list-style-type: none"> - Bidders should submit the list of equipment to be deployed at Air Mauritius premises to deliver the required services as well as the list of vehicles owned. 	
6	<p>Health and safety policy</p> <ul style="list-style-type: none"> - Bidders should provide their health and safety policy 	
7	<p>Annex 3 - Adherence to the terms and conditions governing the agreement with Air Mauritius including the Service Level Agreement duly filled and signed.</p>	
8	<p>Annex 4 - List of contracts (client portfolio) executed during the last five years together with references duly filled</p>	
9	<p>Audited financial reports or financial reports submitted to the registrar of Companies for the past two years</p>	
10	<p>Certificate of incorporation and/or Business Registration Number and/or Business Card</p>	
11	<p>All annexes duly completed and signed (wherever applicable)</p>	
12	<p>List of major shareholders and key personnel</p>	
13	<p>Details of licenses from local authorities</p>	
14	<p>Location of facilities</p>	
15	<p>Proposed logistics for interface with Mauritius Cleaning Department</p>	
16	<p>Methodology to be used to ensure that proper standards of performance are maintained</p>	
17	<p>Tender Bond</p>	

Failure to submit the required information / documents may entail the service provider's elimination from the selection process.