METRO EXPRESS LTD

BIDDING DOCUMENT

FOR

PROVISION OF STAFF TRANSPORT SERVICES

Procurement Ref:

MEL/ONB/TRANSERV/0635/26

OPEN NATIONAL BIDDING

Metro Express Ltd
Richelieu Branch Road,
Petite Riviere,91304
Phone No: 2601765

Issued Date: 14TH November 2026

1. Introduction

Metro Express Ltd hereby inviting bids from local service providers with proven track record and experience for the Provision of Transportation Services for its employees and any other designated persons as requested by the company.

This invitation for bids (IFB) document details the specifications and requirements for the transport services requested.

2. Objectives

This IFB exercise aims at selecting a service provider with proven track record and experience in meeting the specific needs with regard to the provision of a safe, punctual, efficient, reliable, and quality transport service to employees of Metro Express Ltd as per our requirements and exigencies.

It is part of a competitive procurement process which will help Metro Express Ltd to 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, Metro Express Ltd aims at obtaining the best value from service providers.

For ease of reference, each potential service provider of the specified services in receipt of this IFB is referred to as a “service provider" and the service provider selected to provide the services to Metro Express Ltd is referred to as the "selected service provider".

3. Scope of Services

It is the intent of Metro Express Ltd to enter into an agreement with the selected service provider for the provision of transport services to employees of Metro Express Ltd. The transportation service shall be on a door-to-door and 24-hour basis over seven days a week. The contract shall be for an initial period of **1 year** and may be renewed for a maximum period of **1 year**, subject to satisfactory performance of the service provider and mutually agreed conditions.

A summary of the required transportation services and estimated number of daily trips is provided in Tables 2. Based on the information provided, the indicative number of trips and rosters have been established to assist bidders in preparing their pricing. These quantities are estimates only and may be increased, reduced, combined, modified or cancelled to meet Metro Express Ltd operational requirements.

Any changes to the scheduled trips, including additions, reductions, route modifications, trip

combinations or cancellations, shall be authorised solely by Metro Express Ltd through its designated representative. Such changes shall be communicated to the Contractor in accordance with the procedures specified in the Contract. The Contractor shall maintain records of all authorised changes and cancellations, which shall form the basis for service verification and payment.

There may be a variation in the indicative number of weekly trips will be performed during the Contract period (estimated at maximum of 10%). The Contractor shall apply the tendered unit rates to all authorised trips irrespective of any variation in the actual number of trips undertaken, and no adjustment to the unit rates shall be made because of such variations.

Bidders are also requested to refer to the tender Annexes which provides details of the terms and conditions that will govern the agreement with the selected service provider including but not limited to the following:

a. General obligations of the service provider
b. Obligations of the service provider regarding its fleet of vehicles and the required specifications of the vehicles
c. Obligations of the service provider with regards to drivers
d. Service level agreement
e. The prices quoted by the Bidder shall remain firm and fixed for the entire duration of the contract and shall not be subject to any adjustment, revision, escalation, or variation for any reason whatsoever. The Bidder shall be deemed to have considered all costs, risks, duties, taxes, and other factors that may affect the execution of the contract when submitting its bid.

Date..... Bidder's signature .....

4. Evaluation and Selection

Metro Express Ltd will evaluate bids and select the service provider based on the following criteria:

4.1 Mandatory Technical Criteria

Table 1: Technical Evaluation

No.	Evaluation Criteria	Requirement / Evidence to be Submitted	Pass	Fail
1.	Valid PSV / Contract Bus Licence	Valid Public Service Vehicle Licence / Contract Bus Licence	☐	☐
2.	Experience	Minimum 3 years' experience in public transport services in forms of references.	☐	☐
3.	Similar Contract Experience	At least one Transport Service Contract with annual value of Approx MUR 30 million (last 3 years)	☐	☐
4.	Minimum Fleet	To have a minimum level of operational vehicles to service approx. 250 employees on shift work	☐	☐
5.	Replacement Vehicles	Sufficient replacement vehicles available in case of breakdown/accident/maintenance (List of vehicles)	☐	☐
6.	Insurance	Provide insurance certificates for fleet and Passengers.	☐	☐
7.	Vehicle Maintenance	Servicing receipts, Fitness certificates, and maintenance plans provided (if any)	☐	☐

Evaluation Note: Bids which do not comply with the main mandatory requirements will not be considered. Only bids meeting the mandatory requirements will be retained for further evaluation.

Date..... Bidder's signature .....

4.2 Financial Criteria

The table below outlines the estimated daily transport requirements for Metro Express Limited (MEL) staff, covering OCC, TRO, SOCS, Maintenance and Finance, as well as the provision of a shuttle service and an emergency car service. The services shall operate seven days a week, including public holidays, to ensure reliable staff transportation in line with operational requirements and shift schedules.

The services include door-to-door transportation between employees' locations throughout Mauritius and their respective workplaces at Richelieu Metro Depot, Rose Hill Office and Phoenix Office, at specified arrival and departure times. In addition, a 15-seater shuttle service shall operate between Coromandel Metro Station and Richelieu Metro Depot at designated intervals and on demand, while an emergency car service with a driver shall be available for one off trip.

The estimated daily trips indicated in the Table 2 are provided for quotation and pricing purposes. Bidders shall specify the cost per trip in Mauritian Rupees (MUR) for each service category, considering the required operating hours, routes, vehicle capacity and service frequency.

Date..... Bidder's signature .....

Table 2: Price Schedule

Item	Department	Service to be priced	Fixed monthly price (MUR, excluding VAT)	Remarks
1	Train Operations (TRO)-**Dep T**	All required pickups and drop-offs according to the attached roster and staff addresses		
2	Maintenance **Dep M**	All required pickups and drop-offs according to the attached roster and staff addresses		
3	SOCS **Dep S**	All required pickups and drop-offs according to the attached roster and staff addresses		
4	Finance **Dep F**	Transport for 3 staff starting at 07:00, 2 staff finishing at 21:00, and 1 staff finishing at midnight		
5	Shuttle	From 7am to 7pm Monday to Sunday		To be available everyday
6	Emergency vehicle	Intervention time: 4:30 am to midnight Monday to Sunday		Insert a one-off fee for 1 intervention
	Total monthly price excluding VAT			
	VAT, if applicable			
	Total monthly price including VAT		-	

Note2: Bidders are requested to submit their best competitive prices in Mauritian Rupees (MUR) for each transport service listed in the above table, taking into consideration the specified routes, operating hours, estimated daily trips, vehicle requirements and service frequency.

5. Commercial Information

The service provider's bid must contain all information as outlined in this IFB document including but not limited to the following:
The Financial Bid shall be completed using the template provided table 2 as financial evaluation. Prices shall be quoted inclusive of VAT.

Date..... Bidder's signature .....

6. List of Annexes

- The following information wherever applicable should be submitted duly completed and signed as per the following annexes:

Annex 1	Brief on the Required Services, Routings and Roster Pattern of the Operation and Maintenance
Annex 2	Agreement for the Provision of Transport
Annex 3	Performance Security
Annex 4	General Statement
Annex 5	Structure and organization (1)
Annex 6	Structure and organization (2)
Annex 7	General Information
Annex 8	List and details of all vehicles to be used for the required services
Annex 9	List of Contracts (client portfolio together with references) executed over the last three year
Annex 10	Document to be submitted prior of contract awarded

7. Bid validity

The bids shall be valid for 120 days. The closing date shall be counted as day one of the validity period.

8. Submission of Bid

Both the financial and technical bids should be sealed and enclosed in one single envelope bearing reference **"Provision of Staff Transportation Services – Ref MEL/ONB/TRANSERV/0635/26".**

The bid shall be addressed to the Chief Executive Officer and deposited to:

The Registry
Metro Express Ltd
Richelieu Branch Road,
Petite Riviere, 91304

The closing date for the submission of bid is **Friday 04th December 2026 at 13.30 hours local MRU time.** Bids received after the closing date and time will not be considered.
A Pre-Bid Meeting shall be held on Friday 20th November 2026 at 10:30 hours at the Metro Express Ltd, Richelieu Depot.

Date..... Bidder's signature .....

Prospective bidders are encouraged to attend the meeting to obtain clarifications regarding the bidding documents, scope of services, and other related requirements. Any clarification provided during the meeting shall form part of the procurement process and may subsequently be communicated to all bidders, where applicable.

Notes:

(i) Bids must be signed by duly authorized person(s) and submitted in English language;

(ii) Failure to submit the required information / documents will entail the service provider's elimination from the final selection process;

(iii) Each service provider must include in its bid all requirements, best terms and any conditions, and should not assume that another opportunity will be available to add any such matter after the bid is submitted; and

(iv) Any deviations from the specifications, terms, and conditions of this IFB and/or alternative bids must be distinctly pointed out by the service provider.

9. Communication

All queries concerning this IFB should be addressed to the following email by at latest five (5) Days before the deadline for submission of bids: Email: - procurement@metroexpressltd.org
Contact Number:2601765.

Metro Express Ltd shall, as far as possible, reply to all queries at least 3 working days prior to the deadline for submission of bids.

10. Performance Security

- The successful bidder shall furnish a Performance Security of **MUR 100,000** in the form of a bank guarantee issued by a bank acceptable to Metro Express Ltd. The guarantee shall be unconditional, irrevocable and payable on first written demand by Metro Express Ltd.

- The bidder(s) whose tender is/are accepted must provide a Performance Security within thirty (30) days of the acceptance of this tender.

11. Rights of Metro Express Ltd

- Metro Express Ltd reserves the right to accept, split or reject any or all bids 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 bid will mean that other bid(s) were deemed more

Date..... Bidder's signature .....

advantageous to Metro Express Ltd or that all bids were rejected.

- Metro Express Ltd reserves the right not to consider bids submitted by service providers with whom Metro Express Ltd experienced poor service level and/or contractual non-compliance in the past.

12. Conditions

All bids submitted are subject to the following conditions:

- Metro Express Ltd, its directors, employees or other representatives will not be liable for any cost or expenses incurred by any bidder in the preparation and submission of a bid nor shall Metro Express Ltd, its directors, employees or other representatives be liable for any damage, loss or cost (including legal costs) incurred or suffered by any bidder in connection with this IFB process.
- Service providers, their employees, subcontractors, and agents (if any) shall keep all information concerning Metro Express Ltd and any of their business activities acquired as a result of this IFB strictly confidential.
- Any canvassing or attempt to cause undue influence to obtain the contract will lead to disqualification from the selection exercise.

13. Governing Law

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

Date..... Bidder's signature .....

ANNEX 1

Brief on the required services, routings and roster pattern of Operations and Maintenance staff

The Metro Express Ltd is responsible to provide transport services to its employees who are based in Richelieu, Phoenix, Rose Hill and its stations along the mainline.

A. Depot-Based /Light Rail Station Based Employees

Pick up and drop off services will be provided on a door-to-door basis and 24/7 basis according to work shifts. Such shifts vary with operational requirements. Presently, an approximate of 250 employees is eligible for such services. Operational requirements necessitate the transportation of these employees as per the roster provided between the depot and office locations situated along the mainline, ensuring the continuity of operational, maintenance, and administrative functions.

B. Roster

The roster from each Department will be sent to the Service Provider monthly including the daily requirements and if any changes need to be addressed:

- Arrival and departure shifts
- Residential zones

Note: The Service Provider shall be notified at least twelve (12) hours in advance of any changes to the scheduled pick-up or drop-off times and/or locations. Such notifications shall be communicated through the designated contact person or any other agreed communication channel.

C. Transport Order

A transport planning schedule is prepared, and further optimization is made to regroup staff of same arrival and departure shifts and according to residential zones and routings. Subsequent changes in roster patterns should also be taken into consideration. Final trip schedules are generated and sent to Registry for record for approving final invoicing. The final trip report should contain the following details:

List all of staffs to be carried by department and place of residence

i. Date
ii. Driver's name
iii. Vehicle registration number
iv. Departure and arrival place
v. Actual time of departure and arrival
vi. Signature of driver and staff

Service providers will use the above-mentioned report to confirm performance of service, claims and invoicing on a Monthly basis.

Date..... Bidder's signature .....

ANNEX 2

AGREEMENT FOR THE PROVISION OF TRANSPORT SERVICES

Between METRO EXPRESS LTD (BRN C16142606), a company duly registered under the laws of the Republic of Mauritius and having its registered office at Richelieu Branch Road, Petite Riviere,91304 (hereinafter referred to as "The Client" or "Metro Express Ltd") 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 provides transport facilities to its employees 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 …… the Service Provider has been awarded the contract for the provision of transport services to employees of Metro Express Ltd and any other designated persons as requested by the Client.

3. 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.

4. 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.

5. 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.

6. 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.
7. Any modification and/or addition to this Agreement must be approved in writing by both parties.

8. Both parties acknowledge and agree that all clauses in this Agreement have been fully discussed and understood by both parties.

Date…… Bidder's signature ……

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 Metro Express Ltd and any other designated persons as requested by the Client as per the requirements and exigencies.

1.2 SCOPE OF SERVICE

The tasks to be undertaken include the provision of transport services to employees of Metro Express Ltd and as well as any other designated persons as requested by the Client on a door-to-door basis. The routings and rosters are fully described in the Annex 1 to this Agreement which will outline the indicative number of weekly trips as well.

1.3 DEFINITION OF TRIP

- A trip means the distance travelled by the vehicle of the service provider from one point to its destination for the purpose of transporting employees of Metro Express Ltd and any other designated persons as requested by the company.
- The Service Provider shall ensure that Metro Express Ltd staff are transported directly from the designated pick-up point to the intended destination as per the approved route and schedule. **Transboarding of Metro Express Ltd staff from one vehicle to another during any trip is strictly prohibited**, except in cases of emergency, vehicle breakdown, or with prior written approval from Metro Express Ltd. Any unauthorised transboarding shall be considered a service failure and may result in non-payment of the affected trip and/or application of contractual penalties.

  Note (1): Metro Express 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 assigned by Metro Express Ltd without the prior consent of MEL representatives.

  Note (2): The Service Provider will have to abide to such modifications.

Date..... Bidder's signature .....

2. OBLIGATIONS OF THE SERVICE PROVIDER

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 and/or subcontracted by the Service Provider:

2.1.1 The Service Provider shall provide sufficient fleet to meet requirement of the Client. 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 cyclones and any other natural calamities and emergencies due to roster changes and consequent to disruptions in operations.

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 also be equipped with GPS systems and Client shall have access to all information and reports generated by these reports unconditionally. Such devices (and GPS) 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. Pending the installation of the GPS and the contractor shall ensure that all drivers are officially informed that they should drive at authorized speed as per Road Traffic Act and also adapted speed based on weather conditions, road condition, movement of people etc.

2.1.3 Means of communication must be in conformity with the Road Traffic legislations in force for public service vehicle licenses.

2.1.4 All vehicles deployed under this Contract shall, throughout the entire contract period, comply with the mandatory requirements of the **National Land Transport Authority (NLTA)**. The vehicles shall be maintained in good roadworthy and operational condition at all times and shall conform to the specifications set 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 Operations and Technical Staff.

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 at all times when in use.

Date..... Bidder's signature .....

2.1.9 Vehicles (interior and exterior) should be clean at all times. A deep cleaning should be carried out every month 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.

2.1.10 The Service Provider should bear the costs of parking fees and any other fees payable where required to deliver the transport services.

2.1.11 The vehicle registration number mentioned by the Service Provider on the transport voucher should be the one performing the said trip and any change in vehicle type or classification should be communicated to the Client's representatives prior to the performance of the said trip.

2.1.12 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.

2.1.13 The Service Provider shall keep vehicle logbooks in the vehicle, and all entries should be inserted before performing trips. Same shall be submitted to the Client upon request from the latter.

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 disruptions in operation or cyclone or any other emergency.

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 and tally plate for drivers 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 5 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.

Date..... Bidder's signature .....

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 authorized personnel to verify same and any unusual behaviour will be reported to the Service Provider immediately. 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 Client's Representative 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…) and have a zero-alcohol policy in force.

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. Drivers shall have a duty to report any contravention issued by a police officer and any fine / sanction of driving license to the main contractor and the latter to notify Metro Express Ltd.
b. Submit a duly completed and signed employee fact sheet assupplied 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 Road Traffic Act 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. 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.

2.2.11 Drivers should wear formal shirts, trousers and shoes at all times. Drivers are not allowed to wear slippers or sandals while driving as per conditions attached to PSV(C/Bus).

Date..... Bidder's signature .....

2.3 Service Provider

2.3.1 Trips should be performed safely, comfortably, punctually and efficiently during the agreement. The contractor shall submit a comprehensive risk assessment on all the hazards which drivers, passengers and public will be exposed to.

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 Licence (PSVL) are obtained for the transfer of employees of Client and any other designated persons as requested by the Client 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 employees with access to the depot are done **at the earliest possible** after award of contract.

2.3.5 The Service Provider must delegate a representative to monitor his operations in and out and on different shifts. The representative should be contactable 24/7 by any means of communication. 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 even for night trips.

2.3.6 The Service Provider will be allocated trips to perform on the eve of the day of operation in exceptional cases and nature of work. However, the Client may allocate trips at short notice 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 Service Provider.

2.3.8 The Service Provider shall perform each trip as per the transport scheduled agreed. 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

Date..... Bidder's signature .....

vouchers cancelled should be returned to the Client. No cancelled trip will be entertained for invoicing. No trans-boarding of MEL staff will be allowed on any particular trip.

2.3.9 The Service Provider should have replacement vehicles of same standard (with appropriate PSVL) with access to the depot for the transfer of employees of the Client and as well as any other designated persons as requested by the Client for use in case of breakdowns, emergencies and other unforeseen circumstances. 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 safety procedures of the Metro Express Ltd in the discharge of its obligation under the contract.

The Service Provider shall, at its own cost, procure and maintain throughout the duration of the Contract all insurance policies required by the laws of the Republic of Mauritius and the provisions of this Contract. Such insurance shall be placed with insurers licensed to operate in Mauritius and shall remain valid for the entire Contract Period.

As a minimum, the Service Provider shall maintain the following insurance cover:

(a) **Motor Vehicle Insurance** covering all vehicles deployed under the Contract, including comprehensive cover and third-party liability, in accordance with the *Road Traffic Act* and any other applicable legislation;

(b) **Passenger Liability Insurance** covering death, bodily injury and personal injury to all passengers transported under the Contract, with a minimum cover of **MUR 5 million per occurrence** or such higher amount as may be required by law;

(c) **Employer's Liability and Workmen's Compensation Insurance** covering all employees engaged in the performance of the Services, in accordance with applicable labour and social security legislation;

(d) **Public Liability Insurance** covering liability for death, bodily injury or damage to property arising from the performance of the Services, with a minimum indemnity limit of **MUR 2,000,000 per occurrence and in the aggregate per year**; and

(e) any other insurance expressly required under Mauritian law for the execution of the Services.

The insurance policies shall include cover, where commercially available, for risks arising from adverse weather conditions, including cyclonic conditions, riots, civil commotion, social unrest and floods, to the extent such risks are insurable under the applicable policy.

The Service Provider shall submit copies of all valid insurance certificates and evidence of premium payment **prior to the execution of the Contract** and shall provide updated certificates upon each renewal. Failure to maintain the required insurance throughout the Contract Period shall constitute a material breach of Contract.

The Client may require the Service Provider to obtain additional insurance or increase the limits of existing insurance **only where such requirement is reasonable, proportionate to the risks associated with the Services, and communicated to the Service Provider in**

writing. Any additional costs arising solely from such requirement shall be subject to mutual agreement between the Parties.

2.3.11 In the event of any accident/incident, the Service Provider shall aid the employees of the Client as well as any other designated persons as requested by the Client and submit a report to the Client on any accident within 2 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 and any other necessary administrative arrangements pertaining to Road Traffic Act.

2.3.12 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 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.

2.3.13 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 of the transport services under this agreement including death and or injury of third parties and or loss and / or damage to property of third parties.

2.3.14 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.

2.3.15 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.

2.3.16 Within Thirty days (30) **calendar days** of receipt of the Letter of Award, the Service Provider shall furnish the Client with a **Performance Security** equivalent to 10%, in the form of a **Bank Guarantee** issued by a licensed bank and operating in Mauritius. The Performance Security shall remain valid for the entire duration of the Contract and shall continue to be valid for a period of **three (3) months** after the expiry or termination of the Contract. Failure to submit the Performance Security within the stipulated period may result in the withdrawal of the award, forfeiture of any bid security (where applicable), and any other remedies available to the Client under the Contract.

Date..... Bidder's signature .....

2.3.17 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 Regulations and the Client. All the drivers should have a valid driving licence for the appropriate vehicle and should drive in line with road traffic regulations and complying with Metro Express Ltd regulations when driving inside the depot compound and other Metro Express Ltd premises. 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 also ensure that all the drivers do not perform trips for third parties while commuting Metro Express Ltd staff.

Date..... Bidder's signature .....

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

Other Terms & Conditions

3.1.1 When the Public Service Vehicle License (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 any other social unrest and pandemic condition.

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 Depot will be determined by considering both the pick-up time and arrival time of trip to Depot. 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 Depot, vehicle should be at the departure point at (pick-up) time as per transport planning schedule. Drivers should call Section Managers or representatives or other delegated Metro Express Ltd staff in the event that the first passenger to be picked up is no show.

3.2.2 **Service Failure, Penalties and Non-Payment**

Any failure by the Service Provider to comply with any of its obligations under the Contract may result in the imposition of penalties and/or termination of the Contract by the Client.

Notwithstanding the application of any penalty, the Service Provider shall, upon request by the Client, provide a written explanation and supporting justification regarding any service failure or non-compliance.

The Service Provider shall ensure strict adherence to the approved service schedule. Any delay exceeding **fifteen (15) minutes** from the scheduled trip departure time shall be considered a service failure, and the Client shall have the right to withhold payment for the affected trip. **This requirement is mandatory and shall not be subject to negotiation, waiver, or adjustment.**

3.2.3 Should the Service Provider be solely responsible for more than 15 minutes delay in terms of pick-up and arrival time, the Service Provider shall not be entitled to submit invoice for that trip.

Date..... Bidder's signature .....

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 in Metro Express Ltd 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 60 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 and any other designated persons as requested by the Client.

4.5 The number of weekly trips may be subject to increase or decrease without resulting from any

Date..... Bidder's signature .....

obligation from the Client.

4.6 The Metro Express Ltd shall monitor the performance of the Service Provider of his obligations under the present agreement and for that purpose, shall be entitled to give improvement instructions to the Service Provider for a better performance.

4.7 The Client shall at any time upon giving prior reasonable notice to the Service Provider carry out an audit of the 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 "Metro Express" 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 at his own risk. 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 licence and valid insurance certificates of the vehicles and licence and other required documents of the drivers of the sub- contractors to the Client.

6. PRICE REVISON DURING THE CONTRACT PERIOD

The rates and prices quoted by the Bidder shall remain unchanged throughout the tenure of the contract and no claim for price escalation or adjustment shall be entertained by Metro Express Ltd.

If the one-year contract extension is applied, the transporter's rates may be reviewed based on changes in the prevailing official petrol price compared with the baseline petrol price established at the commencement of the contract. The review, determination and approval of any price adjustment shall remain **at the sole discretion of Metro Express Limited (MEL)**, taking into consideration the actual impact on the transporter's operating costs, supporting evidence submitted by the transporter, prevailing market conditions and MEL's operational and budgetary requirements.

Date..... Bidder's signature .....

7. FORCE MAJEURE

Each party is excused from performing its obligations under the Agreement to the extent that such performance is prevented by an act or event - a "Force majeure Event" - whether or not foreseen, that

(i) is beyond the reasonable control of, and is not due to the fault or negligence or, such Party; and
(ii) could not have been avoided by the Party's exercise of due diligence.

Moreover, MEL may discontinue or put on hold the contract in case the Service Provider is not able to fulfil its commitments during any Force Majeure Event until the normal resumption of its activities.

8. CONFIDENTIALITY

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

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

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

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

9. DATA PROTECTION

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

Date..... Bidder's signature .....

10. DURATION AND TERMINATION

This Agreement shall be for an initial duration of one year and may be renewed for one more year as per reference to SECTION 6 at the sole discretion of the Client and subject to satisfactory performance.

Notwithstanding the above, the Client may terminate the Agreement by giving an advance notice of thirty (30) days to the other party of his intention to terminate the contract.

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.

Either Party may also terminate this Agreement immediately if the other party becomes insolvent or is declared bankrupt.

Termination shall be without prejudice to the rights and obligations of either party accruing as at date of termination.

11. APPLICABLE LAW AND COMPETENT JURISDICTION

This agreement shall be exclusively governed by and construed in accordance with the laws of Mauritius and shall be subject to the exclusive jurisdiction of Mauritian Courts. This Agreement shall be exclusively governed by and construed in accordance with the laws of Mauritius and will be subject to the exclusive jurisdiction of the Mauritian Courts.

Date..... Bidder's signature .....

12. NOTICES

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

For Metro Express Ltd:

Chief Executive Officer
Metro Express Ltd
Richelieu Branch Road,
Petite Riviere,91304

Email: registry@metroexpressltd.org

For Service Provider:

Contact Person Details:

Name: ……
Office No. ……
Mobile…… Email……

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

Date…… Bidder's signature ……

ANNEX 3

Performance Security (Bank Guarantee)

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

Beneficiary: .....

Name and Address of Public Body .....

Date: .....

PERFORMANCE GUARANTEE No.:.....

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

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

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

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

.....*Seal of bank and Signature(s)*.....

Date..... Bidder's signature .....

ANNEX 4

GENERAL STATEMENT

Applicant's Name:

Applicant's Address:

Name, position of person with address who may be contacted for further information, if required:

(a) Technical:

(b) Financial:

I authorize the Secretary of the Bid Evaluation Committee or his/her delegate to effect any investigation to prove the truthfulness of the statements and documents submitted and to obtain clarification and information on the different aspects of this application.

To the best of my knowledge, I hereby declare that the particulars shown herein are true and correct in every detail.

Signed:

In the capacity of (*)

Duly authorized to sign for and on behalf of: Date:

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

Date..... Bidder's signature .....

ANNEX 5

STRUCTURE AND ORGANIZATION (1)

(a) Name of Organization/ or Owner:

(b) Date of Incorporation:

(c) Registered Office:

Address:

Tel No.

Mobile No.

Fax No.

(d) **List of shareholders/partners/owners together with the shareholding structure**

Please state organization chart and division of work to execute the contract.

Please provide the quality procedures/assurance plan, quality control system and quality assessment in place.

Please also provide the names of the key staff that would be dedicated to the Metro Express Ltd account and about delegation of a representative to be based at the depot for in and out operation.

Please provide workforce/manpower rolls spread between administrative staff and drivers

Please provide details of relevant training programs dispensed to the workforce.

Date..... Bidder's signature .....

ANNEX 6

STRUCTURE AND ORGANISATION (2)

Applicant's Organization Relationship

If the applicant is a subsidiary of or linked with any other Organization, describe the relationship with the holding Organization, Common Directorship and legal limit of liability.

Date..... Bidder's signature .....

ANNEX 7

GENERAL INFORMATION

1. The applicant has been engaged in the …… business under its present name…… for ……years.

2. The applicant currently has a fleet of ……vehicles registered under their company ……

3. The applicant has experience in work similar in type and magnitude over a period of …… years.

4. The applicant has satisfactorily completed all contracts awarded to him, except as follows:
   ……

   (State the name of the contract and the reason for the failure to complete)

5. Default and arbitration
   If the applicant has experienced any of the following, details should be provided.

- Default on a contract (Yes or No): If yes, details and date:
- Been a party to arbitration (Yes or No): If yes, details and date:
- Been a party in litigation (Yes or No): If yes, details and date:

6. Additional information:

   The applicant is invited to include any other information pertinent to demonstrating his competence to perform the contract including list of current customers.

Date…… Bidder's signature ……

ANNEX 8

LIST AND DETAILS OF ALL VEHICLES TO BE USED TO DELIVER THE REQUIRED SERVICES

SN	Vehicle Registration No.	Year of Registration	Type of Vehicle	No. of Seats	Owned/Leased/ Hired etc... (please specify)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

Date..... Bidder's signature .....

ANNEX 9

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

SN	Company Name	Contract Value (MUR)	Average no. of vehicles deployed	Duration	Remarks

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

Date..... Bidder's signature .....

ANNEX 10

Mandatory Document checklist

The following documents are to be submitted with the bid:

S/N	Documents to be submitted	Tick if submitted
1	Certificate of incorporation and/or Business Registration Number	
2	Financial Statements including but not limited to Profit and Loss Statements and Balance Sheet for the past 3 years duly signed by a Certified Accountant	
3	Current PSVL (Public Service Vehicle Licenses) as applicable	
4	Details of vehicles to be used (Owned, Leased, Hired and/or subcontracted) with the following details of each vehicle: vehicles type, registration numbers, copy of registration book of each vehicle, vehicles age, valid fitness certificates, valid insurance certificates, PSVL etc	
5	Agreement with subcontractors specifying the conditions of the subcontracting if applicable	
6	No. of years in the transportation activity, list of current corporate customers with references and full details such as company name, contract duration, contract value, etc.	
7	All annexes mandatory duly completed and signed.	

Failure to submit all relevant and required documents shall result in the disqualification of the bidder.

Date..... Bidder's signature .....

Date..... Bidder's signature .....