



Open International Bidding

**Computer Based Software – X Ray Simulator
Training and Testing (Cabin and Hold baggage)**

SSR International Airport

**Procurement Reference No: OAB/SV/SS/RD/18/006/Computer Based
Software – TC – 9 MAY**

*AML Corporate Office, Sir Seewoosagur Ramgoolam International Airport
Plaine Magnien, 51520. MAURITIUS*

Telephone : (230) 603 6000 Fax : (230) 637 5306

Website : <http://airportsofmauritius.aero> Email : tendercommittee@airportsofmauritius.aero

5 April 2018

Procurement Reference No: OAB/SV/SS/RD/18/006/Computer Based Software - TC - 9 MAY

Dear Sir/Madam,

Invitation for Bids for the Provision of Computer Based Software - X Ray Simulator Training and Testing (Cabin and Hold baggage) at SSR International Airport

Airports of Mauritius Co Ltd invites you to submit your best bid for the software and services related to. Any resulting contract shall be subject to the Terms and Conditions as described in this bidding document.

Clarification and /or Queries should be addressed to the Chairman, Tender Committee, Airports of Mauritius Co Ltd, at tendercommittee@airportsofmauritius.aero.

Bidders are informed that AML shall ONLY entertain queries received 14 days prior to the bid submission deadline.

The preselected bidders shall proceed with a presentation at their own cost, upon request. The overall system will have to be presented and supported by appropriate demonstration of the proposed solution/software (where applicable).

Bidders should be currently implementing or has successfully implemented similar projects; evidence for satisfactory performance has to be provided. If bidders do not have any reference site, they may associate themselves with other firm that satisfies the eligibility criteria. However, AML will then sign the contract with the lead firm who satisfies the mentioned criteria.

Bidders are kindly requested to prepare and submit their bid in accordance with the instructions given in this bidding document.

Yours faithfully,



f/Chairman Tender Committee

SECTION I: INVITATION FOR BIDS

1. Preparation of Bids

You are requested to quote for the services mentioned in Section III by completing, signing and returning:

- (a) The Bid Letter in Section II with its annex for Bid Securing Declaration;
- (b) The Priced Activity Schedule in Section IV;
- (c) The Specifications and Performance Standards Compliance Sheet in Section V;
- (d) Any other attachment as deemed appropriate.

You are advised to carefully read the complete bidding document, including the Special Conditions of Contract in Section VII, before preparing your bid.

The standard forms in this document may be retyped for completion, but the bidder shall be solely responsible for their accurate reproduction.

2. Documents to be submitted

- (a) Company profile and past experience as per Annexes attached.
- (b) Documentary evidence of similar projects successfully implemented over the last five years. Bidders shall submit list of clients and their respective contact details. AML reserves the right to contact the clients for further information.

3. Validity of Bids

The bid validity shall be 120 days from the date of bid submission deadline. Bidder(s) submitting bid with validity less than 120 days shall have their bid rejected.

4. Services Completion Period

The completion period for this project shall be maximum 60 days after issue of Letter of Acceptance. Deviation in completion period may be considered, if assessed to be reasonable.

5. Sealing and Marking of Bids

Bids should be sealed in a single envelope, clearly marked with the Procurement Reference Number and addressed to the Chairman, Tender Committee, with the Bidder's name at the back of the envelope.

6. Submission of Bids

Bids should be deposited in the Tender Box located at Ground floor AML Corporate Office, on or before **Wednesday 9 May 2018 at 13.00hrs**. Bids by post or hand delivered should reach AML by the same date and time. Late submissions will be not be accepted and Bids received by fax or e-mail will not be considered.

7. Opening of Bids

Bids will be opened by AML at Ground floor, AML Corporate Office on **Wednesday 9 May 2018 at 13.30hrs**.

8. Evaluation of Bids

Airports of Mauritius Co. Ltd shall have the right to request for clarifications during evaluation. Offers that are substantially responsive shall be compared on the basis of evaluated cost and the presentation carried out, to determine the lowest evaluated bid.

9. Eligibility Criteria

To be eligible to participate in this bid exercise, you should:

- (a) have the legal capacity to enter into a contract to execute the services;
- (b) not be insolvent, in receivership, bankrupt, subject to legal proceedings for any of these circumstances or in the process of being wound up;
- (c) not have had your business activities suspended;
- (d) not have a conflict of interest in relation to this procurement requirement;
- (e) have a valid trading Licence; and
- (f) have Business Registration Card.

Airports of Mauritius Co Ltd may request any Bidder to substantiate compliance with the above criteria.

10. Scope of Services, Specifications and Performance Standards

The Scope of Services and Performance standards detailed in Sections III and V are to be complied with. Bidders may propose alternatives for part of the scope substantiating that such alternatives will equally serve the interest of the AML.

Bidders shall have to substantiate in what manner(s) the deviation in set specifications and performance standards, if any, are not material deviation.

11. Prices and Currency of Payment

Prices for the execution of services shall be fixed during the contract period.

AML shall consider bids submitted in currencies such as MUR, USD, EURO, ZAR, and GBP. The quoted price shall cover costs of labour, materials, Overheads, Presentation, Profits and all associated costs for performing the services. Any cost not considered shall be deemed to be included.

For evaluation purposes all the above currencies shall be converted into MUR and the prevailing rate of exchange (Selling TT/DD), from the Bank of Mauritius, as at closing date, shall be considered.

The whole cost of performing the services shall be included in the price stated, and the cost of any incidental services shall be deemed to be included. Payment shall be made in the currency mentioned in the price schedule.

12. Award of Contract

The Bidder having submitted the lowest evaluated responsive bid and qualified to perform the services shall be selected for award of contract. Award of contract shall be by issue of a Letter of Acceptance in accordance with Terms and Conditions.

13. Notification of Award and Debriefing

Airports of Mauritius Co Ltd shall after award of contract, exceeding Rs 1 million or USD 30,000, promptly inform all unsuccessful bidders in writing of the name and address of the successful bidder and the contract amount.

14. Integrity Clause

Airports of Mauritius Co Ltd commits itself to take all measures necessary to prevent corruption and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the bid for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

15. Rights of AML

Airports of Mauritius Co Ltd reserves the right to negotiate, to accept or reject any bid or to cancel the bidding process and reject all bids at any time prior to contract award without giving any reason.

SECTION II: BID LETTER

Quotation Addressed to :	<i>Airports of Mauritius Co Ltd</i>
Procurement Reference
Subject matter	Provision of Computer Based Software - X Ray Simulator Training and Testing (Cabin and Hold baggage)

- (a) We offer to provide the services detailed in the Scope of Service, in accordance with the terms and conditions stated in your Invitation for Bids referenced above.
- (b) We confirm that we are eligible to participate in this Bidding exercise and meet the eligibility criteria specified in Section 1: Invitation for Bids.
- (c) We undertake to abide by the Conduct of Bidders and Suppliers as provided under section 52 of Public Procurement Act during the procurement process and the execution of any resulting contract.
- (d) We have read and understood the content of the Bid Securing Declaration (BSD) attached hereto and subscribe fully to the terms and conditions contained therein. We further understand that this subscription shall be construed as a Bid Securing Declaration which could lead to disqualification on the grounds mentioned in the BSD.
- (e) The validity period of our bid is 120 days from the date of the bid submission deadline.
- (f) We confirm that the prices quoted in the Priced Activity Schedule are fixed and firm and will not be subject to revision or variation, if we are awarded the contract **prior to the expiry date** of the bid validity.
- (g) The services will commence within one week from date of issue of Letter of Acceptance.
- (h) The services will be completed within sixty days as from date of issue of the Letter of Acceptance.
- (i) We have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption during our participation in the bidding process and we commit ourselves to observe the same principles if awarded the contract and during its execution.

We understand that transgression of the above is a serious offence and appropriate actions will be taken against such bidders.

Bid Authorised By:

Name of Bidder		Company's Address and seal	
Contact Person			
Name of Person Authorising the Quotation		Position	Signature
Date		Phone No./E-mail	

SECTION III: SCOPE OF SERVICES AND TECHNICAL SPECIFICATIONS

1. Introduction

The Airports of Mauritius Co. Ltd (AML) is a public company incorporated in May 1998, started operations on the 01 April 1999, and is the owner and operator of Sir Seewoosagur Ramgoolam International Airport (SSRIA).

AML wishes to acquire a software application as fully detailed hereunder.

<i>ATTACHMENT - A</i>					
Specifications and Requirement for Computer Based Software – X Ray Simulator Training and Testing (Cabin and Hold baggage) and Competency Assessment Testing					
			Compliant	Non Compliant	
1	Features				
1.1	Theory and Simulator - (i) Training, (ii) Testing and (iii) Recording of performance				
1.2	Right mix of threat and non-threat items, suspicious bags and clear bags				
1.3	Both Carry-On and Hold Luggage options				
1.4	Capable to Instal on a single standalone, Local Area Network (LAN) and Wide Area Network (WAN) and Remote Workstation through internet (to provide different quote)				
1.5	Designed for commonly used brand of x-ray machines i.e Rapiscan, Smiths Detection				
1.6	Continual training i.e the participant is able to start from where he had left				
1.7	Continual certification process to check the ability level of the screener to identify images				
1.8	Flexibility to train various categories of screeners based on their competency level, i.e from novice to expert				
1.9	Ability to simulate all the features like zoom, Magnification, image enhancement features, black & white view, pseudo colour, organic & organic stripping material discrimination and all other aspects of x-ray screening procedure				
1.1	Capable of storing image library with over 500,000 images (*Variance in price to be quoted for lesser number of images)				
1.11	Viewing of images from different angles - Dual view				
1.12	Able to insert locally captured images of baggage and image and withdraw images from the image library (by the instructor)				

1.13	Ability to alter the sorting of any item in the database and choose the expected action required			
1.14	Allow for bag building and lessons building by the instructor			
1.15	Should not allow unauthorised tampering by incorporating access level coding			
1.16	Screeners to be able use personal password for log in			
1.17	Automatic assessment and secure records management system of each participant			
1.18	Enable data collection and analysis of participant's results. Ability to retrieve records - detailed training reports on progress of participant			

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ATTACHMENT - A

Specifications and Requirement for Computer Based Software - X Ray Simulator Training and Testing (Cabin and Hold baggage) and Competency Assessment Testing

		Compliant	Non Compliant	
1	Features			
1.19	Generate reports in various analytical forms, course wise, session wise, bag wise, group wise and threat recognition wise			
1.2	Able to review screen to be able to clearly see what participant has missed			
1.21	Images should be both coloured and black & white			
1.22	Include, but not limited to the following threat items:- IEDS, weapons, guns, knives, blades, scissors, ammunitions, detonators, explosives materials, liquid explosives, and such other items as prescribed by ICAO			
1.23	Intensive image library of more than 1,000 carry-on threat components			
1.24	Intensive image library of more than 500 carry-on non-threat components			
1.25	Intensive image library of more than 700 hold baggage threat components			
1.26	Intensive image library of more than 1,000 hold baggage Non-Threat components			
1.27	Include more than 500 Carry-on and 500 Hold Baggage empty bags / containers for bag building			
1.28	Display x-ray images with same resolution as an X-ray machine			
1.29	Evaluate participant according to correct location of the position of the threat objects			

1.3	Provision to programme the time limit by the administrator for detection of threat objects			
1.32	Projection of theory and simulator sessions through LCD/ Multimedia projector in a classroom			
1.33	Evidence of executing similar projects with International Aviation Security clients of high repute			
2	Hardware / Software			
2.1	Provision for software with supply			
2.2	Incorporate the feature of TIP			
2.3	Bilingual - English & French			
2.4	Storage capacity of personal recording for 300 participants			
Page 2 of 3				

ATTACHMENT - A				
Specifications and Requirement for Computer Based Software – X Ray Simulator Training and Testing (Cabin and Hold baggage) and Competency Assessment Testing				
		Compliant	Non Compliant	
3	After sales services			
3.1	Warranty period	Not less than 5 years		
3.2	No license fee for the software shall be required to be paid by the purchaser for the entire warranty period of the five years			
3.3	On installation, free of cost simulator course training should be provided by the supplier for 10 instructors.			
3.4	The software should not be programmed to shut down automatically if desired not to renew the license of the software			
4	Documents			
4.1	Provide Brochures for full technical specification details and picture etc.			
4.2	Certification by accredited Aviation Security Agency			
4.3	Repairs and Maintenances Manual			
4.4	Operators Manual			
Page 3 of 3				

SECTION IV: PRICED ACTIVITY SCHEDULE

All prices shall be in Mauritian Rupees or any other foreign currency and inclusive of all applicable taxes & duties, installation, commissioning & training costs.

Item No	Brief Description of Services	Total Costs
1	Provision of Computer Based Software - X Ray Simulator Training and Testing (Cabin and Hold baggage) including all charges, as per Scope of Services and Technical Specifications.	
2	Any additional costs	
	Sub Total	
	15 % VAT (If applicable)	
	Total Price	

Currency:.....

Price Activity Schedule Authorised By:

Name:		Signature:	
Position:		Date:	
Authorised for and on behalf of:		Company	

Section VI. General Conditions of Contract

Any resulting contract shall be placed by means of a Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC), except where modified by the Special Conditions below.

A. General Provisions

1.1 Definitions

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

- (a) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- (b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (c) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Employer
- (d) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6.2;
- (f) "Dayworks" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.
- (g) "Employer" means the party who employs the Service Provider
- (h) "Foreign Currency" means any currency other than the currency of the country of the Employer;
- (i) "GCC" means these General Conditions of Contract;
- (j) "Government" means the Government of the Republic of Mauritius;

- (k) "Local Currency" means Mauritian Rupees;
- (l) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SCc to act on their behalf in exercising all the Service Provider' rights and obligations towards the Employer under this Contract;
- (m) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;
- (n) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (o) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (p) "Service Provider's Bid" means the completed bidding document submitted by the Service Provider to the Employer
- (q) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (r) "Specifications" means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer
- (s) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Bid.
- (t) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

1.2 Applicable Law

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

1.3 Language

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

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been

made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or facsimile to such Party at the address **specified in the SCC**.

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

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

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

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

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

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

2.2 Commencement of Services

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

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

2.3 Intended Completion Date Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended

Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.10. In this case, the Completion Date will be the date of completion of all activities.

2.4 Modification

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

2.5 Force Majeure

2.5.1 Definition

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

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

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

2.6 Termination

2.6.1 By the Employer

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

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is

unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

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

¹ For the purpose of this Contract, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

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

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

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

disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

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

(f) Notwithstanding the above the Employer may terminate the contract for its convenience after giving a prior notice of 30 days.

*2.6.2 By the
Service
Provider*

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

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

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

*2.6.3 Payment
upon
Termination*

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

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

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

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate

advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

- 3.2.1 *Service Provider Not to Benefit from Commissions and Discounts.* The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.
- 3.2.2 *Service Provider and Affiliates Not to be Otherwise Interested in Project* The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 3.2.3 Prohibition of Conflicting Activities** Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
- (a) during the term of this Contract, any business or professional activities in the Republic of Mauritius which would conflict with the activities assigned to them under this Contract;
 - (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
 - (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.
- 3.2.4 *Integrity Clause* The service provider shall take steps to ensure that no person acting for it or on its behalf will engage in any type of fraud

and corruption during the contract execution:

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

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

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

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

3.6 Insurance to be Taken Out by the Service Provider (a) The Service Provider shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

(b) The Service Provider shall provide and thereafter maintain all appropriate Employer's Liability and Workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal

injury or death in connection with this Contract.

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

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

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

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

**3.8 Reporting
Obligations**

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

**3.9 Documents
Prepared by**

All plans, drawings, specifications, designs, reports, and

the Service Provider to Be the Property of the Employer

other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.8 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

**A1.1 3.10
Liquidated Damages**

3.10.1 Payments of Liquidated Damages

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

3.10.2 Correction for Over-payment

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

3.10.3 Lack of performance penalty

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

3.11

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

4. Service Provider's Personnel

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

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

(b) If the Employer finds that any of the Personnel have:

(i) committed serious misconduct or have been charged with having committed a criminal action, or

(ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel,

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

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

5. Obligations of the Employer

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

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

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

6. Payments to the Service Provider

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

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

6.3 Payment for Additional Services, and Performance Incentive Compensation 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment 6.4 Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee from a bank operating in Mauritius for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

6.5 Interest on Delayed Payments 6.5 If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.

6.6 Price Adjustment 6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by

applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \frac{L_{mc}}{L_{oc}} + C_c \frac{I_{mc}}{I_{oc}}$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c".

A_c , B_c and C_c are coefficients specified in the SCC, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency "c"; and

L_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and L_{oc} is the index prevailing 28 days before Bid opening for labor; both in the specific currency "c".

I_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and I_{oc} is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency "c".

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

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

6.7 Dayworks

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

6.7.2 All work to be paid for as Dayworks shall be recorded by

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

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

6.8 Labour Clause

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

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

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

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

- (a) showing the rates of remuneration and hours of work of the various categories of employees employed in the execution of the contracts;
- (b) stating whether any remuneration payable in respect of work done is due;
- (c) containing such other information as the Chief Executive Officer of the AML administering the contract may require to satisfy himself that the provisions under this clause have been complied with.

6.8.3 Where the Chief Executive Officer of the AML administering the contract is satisfied that remuneration is still due to an employee employed under this contract at the time the claim for payment is filed under subsection 1, he may, unless the remuneration is sooner

paid by the Service Provider, arrange for the payment of the remuneration out of the money payable under this contract.

- 6.8.4 Every Service Provider shall display a copy of this clause of the contract at the place at which the work required by the contract is performed.

7. Quality Control

7.1 Identifying Defects

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

7.2 Correction of Defects, and lack of Performance Penalty

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

8. Settlement of Disputes

8.1 Amicable Settlement

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

8.2 Dispute Settlement

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall

be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

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

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

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

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

SECTION VII: SPECIAL CONDITIONS OF CONTRACT (SCC)

The clause numbers given in the first column correspond to the relevant clause numbers of the General Conditions of Contract.

Subject and GCC Reference	Special Conditions
Definitions GCC 1.1(a)	Adjudicator is Not Applicable for this contract
Notices GCC 1.4	<p>Any notice / query should be sent at least Fourteen (14) days prior to the bid submission date, to the following addresses:</p> <p>For AML, the address and the contact name shall be: The Chairman, Tender Committee, AML Corporate Office, Airports of Mauritius Co Ltd, SSR International Airport, Plaine Magnien. Email Address: tendercommittee@airportsofmauritius.aero</p> <p>For the Service Provider, the address and contact name shall be: _____</p>
Authorised Representatives GCC 1.6	<p>The Authorised Representatives are:</p> <p>For Airports of Mauritius Co Ltd: The Chief Executive Officer.</p> <p>For the Service Provider: _____</p>
Effectiveness of Contract GCC 2.1	The date on which this Contract shall come into effect is the date of issue of the Letter of Acceptance.

Starting Date GCC 2.2.2	The intended starting date for this project is <u>within 15 days as from the date of issue of the Letter of Acceptance.</u>
Intended Completion Date GCC 2.3	The intended completion date is 60 days from commencement date.
Service Provider's Actions Requiring AML's Prior approval GCC 3.7(d)	The other actions are; Use of information from this Bidding document and tender exercise. <u>Access to Airport of Mauritius Office Premises</u> <u>Use of Airport of Mauritius facilities and services.</u>
Documents Prepared by Service Provider to be the Property of the AML GCC 3.9	Restrictions on the use of documents prepared by the Service Provider are: Deliverables as per section 4.10. Customised codes and reports developed for this project.
Payments of Liquidated Damages GCC 3.10.1	Liquidated Damages for the whole contract are 2% per week. The maximum amount of liquidated damages for the whole contract is 10 % of the final contract price.
Lack of Performance Penalty GCC 3.10.3	Not Applicable
Performance Security GCC 3.11	Not Required

Assistance and Exemptions GCC 5.1	The assistance and exemptions provided to the Service Provider are(where applicable): _____
Contract Price GCC 6.2(a)	The contract amount shall be in local or foreign currency.
Terms and Conditions of Payment 6.4	Payment shall be made as follows; <ul style="list-style-type: none"> • 50% upon successful completion of the User Acceptance Testing phase of the project. • 50% at the start of the warranty period. Alternative mode of payment may be considered.
Interest on Delayed Payments GCC 6.5	Not applicable
Price Adjustment GCC 6.6.1	Price adjustment is not applicable.

Dispute Settlement GCC 8.2	In cases where no adjudicator has been appointed the disputes shall be subject to the procedures of the laws of Mauritius. If any dispute arises between the Employer and the Contractor in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute by amicable agreement. If the parties fail to resolve such dispute by amicable agreement, within 14 days after one party has notified the other in writing of the dispute, then the dispute may be referred to court by either party.
Dispute Settlement GCC 8.2.3	Not Applicable
Dispute Settlement GCC 8.2.4	Not Applicable
Dispute Settlement GCC 8.2.5	Not Applicable

SCHEDULES

SCHEDULE 2: PERFORMANCE SECURITY (BANK GUARANTEE)

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

Beneficiary:*Name and Address of AML*

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)*.....

SCHEDULE 3: BID CHECKLIST SCHEDULE

Description	Attached (please tick if submitted and cross if not)
Bid Letter	
Priced Activity Schedule	
Specification and Compliance Sheet	
Company profile, past experience and references where similar services have been provided	

***Disclaimer:** The list defined above is meant to assist the Bidder in submitting the relevant documents and shall not be a ground for the bidder to justify its non-submission of major documents for its quotation to be responsive. The onus remains on the Bidder to ascertain that it has submitted all the documents that have been requested and are needed for its submission to be complete and responsive.*

PROCUREMENT REFERENCE NO.:

ANNEX A.1

Reference Sites and Staff Profile

Experience of Bidder & support staff. (Bidders should submit all information on customer reference sites & staff profiles as per Table below)		
Reference Sites	Required	Compliance of Specification Offered
Technical / Functional Staff		

PROCUREMENT REFERENCE NO.:

ANNEX A.2

Corresponding testimonials from customers as evidence of satisfactory performance must be provided

Customer site Company Name, Address, Fax	Customer Contact person, telephone (letter from customer as far as possible)	Description of project	Data migration completed successfully	Date of implementation

TENDER NOTICE

OPEN INTERNATIONAL BIDDING

(Authorised under Section 16
of the Public Procurement Act 2006)



Starting Your Journey With a Smile

INVITATION FOR BIDS

Provision of Computer Based Software – X Ray Simulator Training and Testing (Cabin and Hold baggage)

**REF NO: OAB/SV/SS/RD/18/006/Computer Based Software-TC-9 MAY
(International)**

Airports of Mauritius Co. Ltd (AML) is pleased to invite sealed bids from eligible bidders for the Provision of Computer Based Software – X Ray Simulator Training and Testing (Cabin and Hold baggage).


Interested bidders may obtain further information and download the complete set of bidding document free of charge from the government procurement website <http://publicprocurement.govmu.org>. Prospective bidders should regularly visit this website to take cognisance of any addendum/clarification issued.

Bid(s) in sealed envelope clearly marked **“Provision of Computer Based Software – X Ray Simulator Training and Testing (Cabin and Hold baggage) – Ref No.: OAB/SV/SS/RD/18/006/Training Software-TC-9 MAY”** should be addressed to the Chairman Tender Committee, Airports of Mauritius Co Ltd, and either deposited in the Tender Box located at AML Corporate Office, SSR International Airport, Plaine Magnien, or sent by registered post or courier service so as to reach the above address on or before **Wednesday 9 May 2018 by 13.00 hrs** at latest.

Electronic bidding and late bids will not be considered.

29 March 2018

Future Night Vision Goggle Requirements Workshop

Title	GB-UK: Future Night Vision Toggle Requirements WorkshopView Full Contract
Reference	TKR-2018423-DCB-12288161
Publication Date	April 24, 2018
Deadline Date	May 31, 2018 37 days to go
Type of Procedure	n/a contract
Nature of Procurement	contract notice
Description	Nightglasses. Future Night Vision Goggle Requirements Workshop
Awarding Authority	Ministry of Defence, Land Equipment, Dismounted Close Combat (DCC) MOD Abbey Wood #4325, Elm 3c Bristol BS6 6XN GB Jessica Cainey 030 679 37585 Jessica.Caine100@mod.gov.uk
Country	United Kingdom
Value of Contract	Check Contract
Estimated Annual Value 	Check Contract
Currency	

Opportunity Detail

Type of document:

Contract Notice

Country: United Kingdom

MOD Request For Information

GB-UK: Future Night Vision Toggle Requirements Workshop

1. Contract Title

Title attributed to the request by the Contracting Authority: GB-UK: Future Night Vision Toggle Requirements Workshop

2. Contracting Authority:

Ministry of Defence, Land Equipment, Dismounted Close Combat (DCC)

MOD Abbey Wood #4325, Elm 3c, Bristol, BS6 6XN, United Kingdom

Tel. 030 679 37585, Email: Jessica.Caine100@mod.gov.uk

Contact: Jessica Cainey

3. Object of the Request for Information:

Contracting Authority's file Reference number: SSP/00231

Weblink to where further documentation can be obtained:

www.contracts.mod.uk

Short description of requirement: Nightglasses. Future Night Vision Goggle Requirements Workshop

CPV codes :

38632000 - Nightglasses.

Time-limit: 31/05/2018 Information Requested: The UK Ministry of Defence (MOD) Dismounted Close Combat (DCC) Solider Training and Special Programmes (STSP) is investigating possible upgrades to elements of its current Night Vision capability. As part of the development of requirements for any potential future programmes of work, the Authority is seeking industry input in the scope and possible technical advances that are anticipated in the Night Vision market over coming years and feedback on its Future NVG Requirements Paper 18. An industry requirement workshop for all interested companies/organisations/consortia has been arranged for **20th June 2018 at Blenheim Hall**, Land Warfare Centre, Warminster.

Attendees will receive a brief on the technical areas of development the Authority is considering for the prospective scope of future requirements in this area. This event will also offer attendees with an opportunity to brief the Authority during a series of 30 minutes one to one sessions intended for industry to brief on relevant product development paths and research, for consideration in the Authorities future requirements.

This event offers interested parties the opportunity to provide an input into the development of the UK MOD Night Vision programme and insight into the Authorities areas of interest in this area. All companies/organisations/consortia (including academic institutions and Small & Medium Enterprise) who wish to attend the event are invited to email or write to the Authority using the contact details above, to be received **no later than 31st May 2018**.

All attendees must have as a minimum a clearance of SC (Security Check).

Please provide the following details for all attendees (Maximum of 3 per organisation):

Surname

Forenames

Organisation (including telephone number)

Nationality

Clearance and Reference Number

After registration, the Authority will provide detailed arrangements for the day and a copy of the MOD Future Night Vision Goggle Requirements 18 paper. The event capacity will be capped at 100 attendees and an attendee list will be issued to all participants. Time slots for fifteen one to

on sessions will be made available post registration and will be filled on a first come first served basis. The 21st June has been allocated as a contingency day for sessions 5-15. Attendees are solely responsible for their costs and expenses incurred in connection with the preparation and attendance at this event, including any travel and subsistence.