



MUNICIPAL COUNCIL OF BEAU BASSIN ROSE HILL

AWARD OF PROCUREMENT CONTRACT

Notice under Section 40(7) of the Public Procurement Act

Tender reference: EPROC/MBBRH/ONB/02 - 2021/2022

BBRH/IFB/2021/139

CPB/55/2021

**Services for Street Cleaning, Refuse Collection and Disposal
including carting away of Post Cyclonic Waste in the Town of Beau
Bassin-Rose Hill for a period of 36 months**

This is to notify that, following the bidding exercise carried out by the Municipal Council of Beau Bassin Rose Hill for the **Procurement of Services for Street Cleaning, Refuse Collection and Disposal including carting away of Post Cyclonic Waste in the Town of Beau Bassin-Rose Hill for a period of 36 months**, the contract has been awarded as follows:

Item No	Details	Successful bidder	Total quoted amount for a period of 36months (Excl. VAT) Rs
1.	Lot 1	ATICS of Allee Des Manguiers, Pailles	50,040,000
2.	Lot 2	Norba Nettoyage Ltee	35,100,000

29 April 2022

Chief Executive

Municipal Council of Beau Bassin Rose Hill



THE MUNICIPAL COUNCIL OF BEAU BASSIN - ROSE HILL

Our ref: EPROC/ONB/02/2021/2022
BBRH/IFB/2021/139
CPB/55/2021

27 April 2022

The Managing Director
Atics Ltd
Allée des Manguiers
PAILLES

Dear Sir

LETTER OF ACCEPTANCE

**Services for street cleaning, refuse collection and disposal
including carting away of Post Cyclonic Waste in the
Town of Beau Bassin-Rose Hill for a period of 36 months (LOT 1)**

I wish to inform you that your bid for the 'Service of street cleaning, refuse collection and disposal including carting away of post cyclonic waste in the Town of Beau Bassin- Rose-Hill for a period of 36 months' submitted in accordance with the instruction to bidders at the total quoted price of **Rs57,546,000/-** inclusive of VAT and all charges (Lot 1) for a contract period of 36 months, with an initial period of twelve (12) months from the intended commencement date, renewable thereafter on the same terms and conditions on an annual basis for an additional period of 2 years subject to satisfactory performance as assessed and approved by the Council :

The Quoted Price is detailed as follows:

DESCRIPTION	LOT No	YEAR 1 Rs. Quoted sum Inc of Vat (per Year)	YEAR 2 Rs. Quoted sum Inc of Vat (per Year)	YEAR 3 Rs. Quoted sum Inc of Vat (per Year)	TOTAL AMOUNT Rs. (Inc VAT) for Three (3) Years
Street Cleaning, Refuse Collection and Disposal	LOT 1	19,182,000/-	19,182,000/-	19,182,000/-	57,546,000/-

All correspondence should be addressed to the Chief Executive

Royal Road, Rose Hill, Republic of Mauritius
Tel: 413 7600 - Fax: 454 9509 - Email: rosehill@la.govmu.org - Website: www.bbrh.org

The rates for **Carting away of Post Cyclonic Waste** have also been approved as follows: -

LOT 1

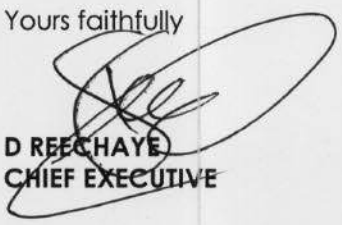
Item	Rate per lorry per Day (Rs) Inclusive of VAT
Lorry capacity less than 10 tons – Year 1	10,350/-
Lorry capacity less than 10 tons – Year 2	10,350/-
Lorry capacity less than 10 tons – Year 3	10,350/-
Lorry capacity above 10 tons – Year 1	13,800/-
Lorry capacity above 10 tons – Year 2	13,800/-
Lorry capacity above 10 tons – Year 3	13,800/-

You are hereby requested to:

- i. Submit a letter of acceptance by **27 April 2022** at latest upon receipt of this letter and call at the Administration Department, Town Hall Building, Rose Hill on **28 April 2022** at **15hrs** to sign the contract document with the seal of your company;
- ii. Submit by **18 May 2022** a Performance Security in the form of an original bank guarantee from a local commercial bank for the sum of **Rs1,918,200/- valid for period ending May 2023**. In the event the contract is renewed, this performance security shall be renewed for each contract period and shall remain valid for a period of 28 days after expiry;
- iii. Submit insurance covers prior to the commencement of works for:
 - a. For an adequate amount against damages to its equipment and materials used in the execution of the works.
 - b. In respect of Employer's liability and Workman's compensation and for an amount of Rs. 3 million for any one occurrence in respect of personal injury or death and for unlimited number of occurrences.
 - c. For Public liability for a maximum amount of Rs. 5million for anyone occurrence in respect of bodily injuries or property damage to third party and for unlimited number of occurrences;
- iv. Submit the latest tax clearance certificate from the Mauritius Revenue Authority by **28 April 2022**.

A draft contract is herewith enclosed for your perusal.

Yours faithfully


D REECHAYE
CHIEF EXECUTIVE

Encs.



MUNICIPAL COUNCIL OF BEAU BASSIN-ROSE HILL

Agreement

Street Cleaning, Refuse Collection and Disposal including carting away of Post Cyclonic Wastes in the Town of Beau Bassin-Rose Hill for a period of 36 months (Lot 1)

EPROC/ONB/02/2021/2022

BBRH/IFB/2021/139

CPB/55/2021

LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the "Contract") **is made the 28 day of the month of April 2022**, between on the one hand the Municipal Council of Beau Bassin- Rose Hill represented by the **Mayor, Mr Jean Didier David UTILE** and the Chief Executive, **Mr Dheerendra REECHAYE** (hereinafter called the "Employer") and, on the other hand, **Atics Ltd** of Allée des Manguiers, Pailles represented by **Mr. ESSOO Nuthooram** (hereinafter called the "Service Provider") of the other part.

WHEREAS

- a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of **R57,546,000/-** inclusive of VAT and all charges (Lot 1) as detailed in Appendix A **for a contract period of 36 months** with an initial period of 12 months from the intended commencement date(i.e as from 01 May 2022), renewable thereafter on the same terms and conditions on an annual basis for an additional period of two years subject to satisfactory performance of the Service provider as assessed by the Employer through a comprehensive report.



MUNICIPAL COUNCIL OF BEAU BASSIN-ROSE HILL

Agreement

**Street Cleaning, Refuse Collection and Disposal including
carting away of Post Cyclonic Wastes in the Town of Beau
Bassin-Rose Hill for a period of 36 months (Lot 1)**

EPROC/ONB/02/2021/2022

BBRH/IFB/2021/139

CPB/55/2021

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- a) the Letter of Acceptance dated 27 April 2022 ;
- b) the Service Provider's Bid;
- c) the bidding document;
- d) the Addendum No 1 dated 20 December 2021;
- e) the Special Conditions of Contract;
- f) the General Conditions of Contract;
- g) the Scope of Service and Performance Specifications;
- h) the Activity Schedule;
- i) the Performance Security; and
- j) The following Appendices:
 - i. Appendix A: Description of the Services
 - ii. Appendix B: Schedule of Payments
- k) Appendix C: Key Personnel and Subcontractors
- l) Appendix E: Breakdown of Contract Price in Local Currency

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:

- a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and



MUNICIPAL COUNCIL OF BEAU BASSIN-ROSE HILL

Agreement

**Street Cleaning, Refuse Collection and Disposal including
carting away of Post Cyclonic Wastes in the Town of Beau
Bassin-Rose Hill for a period of 36 months (Lot 1)**

EPROC/ONB/02/2021/2022

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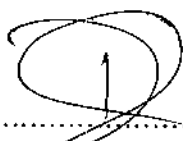
CPB/55/2021

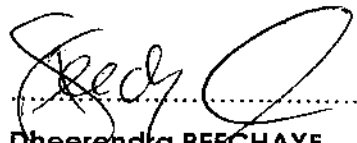
b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

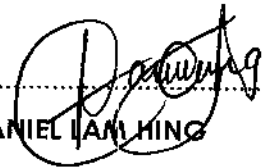
3. The Service provider shall ensure compliance with the regulations of the Cleaning Enterprise Remuneration Order 2013 and paying wages as per the Cleaning Enterprises (Remuneration) (Amendment) Regulations 2016.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

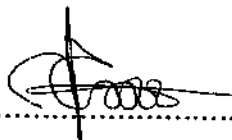
For and on behalf of the **Municipal Council of Beau Bassin- Rose Hill**


.....
Jean Didier David UTILE
MAYOR


.....
Dheerendra REECHAYE
CHIEF EXECUTIVE


.....
DANIEL LAM HING
In the capacity of FINANCIAL CONTROLLER
MUNICIPAL COUNCIL OF BEAU BASSIN ROSE HILL

For and on behalf of **Atics Ltd**


.....
Mr. ESSOO Nuthooram
Director
(NID: E1006684204072)





MUNICIPAL COUNCIL OF BEAU BASSIN-ROSE HILL

Agreement

Street Cleaning, Refuse Collection and Disposal including carting away of Post Cyclonic Wastes in the Town of Beau Bassin-Rose Hill for a period of 36 months (Lot 1)

EPROC/ONB/02/2021/2022

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Appendix A

DESCRIPTION	LOT No	YEAR 1 Rs. Quoted sum Inc of Vat (per Year)	YEAR 2 Rs. Quoted sum Inc of Vat (per Year)	YEAR 3 Rs. Quoted sum Inc of Vat (per Year)	TOTAL AMOUNT Rs. (Inc VAT) for Three (3) Years
Street Cleaning, Refuse Collection and Disposal	LOT 1	19,182,000/-	19,182,000/-	19,182,000/-	57,546,000/-

The rates for **Carting away of Post Cyclonic Wastes** has been approved as follows: -

LOT 1

Item	Rate per lorry per Day (Rs) Inclusive of VAT
Lorry capacity less than 10 tons – Year 1	10,350/-
Lorry capacity less than 10 tons – Year 2	10,350/-
Lorry capacity less than 10 tons – Year 3	10,350/-
Lorry capacity above 10 tons – Year 1	13,800/-
Lorry capacity above 10 tons – Year 2	13,800/-
Lorry capacity above 10 tons – Year 3	13,800/-

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System
 Invitation for Bid No.: BBRH/IFB/2021/139
 Invitation for Bid Name: Procurement of Services for Street Cleaning, Refuse Collection and Disposal, Including Carting Away of Post Cyclonic Waste in the Town of Beau Bassin Rose Hill for a period of 36 months
 Bid No.:125367
 Company Name: Atics

S.N	Works	Quoted sum on monthly basis excluding VAT in MUR
1.1	For Handling and Transportation to St. Martin Plant	900000.0
1.2	For Handling and Transportation to Cottage Plant	140000.0

BID SUBMISSION FORM - OAB SCAVENGING SERVICES (VER. 1.0)

If the prices in the Price Schedule or Bill of Quantities have been reworked please click on 'Decrypt' to ascertain that the amount and currencies in the Bid Submission Form match the amended prices:

Insert N/A if response is NOT APPLICABLE or N/Av if response is NOT AVAILABLE:

To:

We, the undersigned, declare that:

THE MUNICIPAL COUNCIL OF BEAU BASSIN ROSE HILL

a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 12.;

(b) We offer to execute the following Contract in accordance with the Conditions of Contract, Scope of Service and Performance Specifications, and Activity Schedule accompanying this Bid.:
 Procurement of Services for Street Cleaning Refuse Collection and Disposal Including Carting Away of Post Cyclonic Waste in the Town of Beau Bassin Rose Hill for a period of 36 months e-proc Reference No BBRH/IFB/2021/139 CPB Ref CPB/55/2021

c. The total quoted price per lot excluding VAT (brought forward from the Activity Schedule) contract after discounts offered in item (d) below is:

Total quoted price per lot excluding VAT:

Description of Lots	Amount in Rs excluding VAT
Lot 1- Rose Hill	50,040,000.00
Lot 2- Beau Bassin	36,900,000.00

(d) The discounts offered and the methodology for their application are::

nil

(e) Taking into consideration the qualification criteria as defined in ITB 6.5, the liquid assets/credit facility requirements and the "must comply" requirements as spelt out in Section VI, we understand that the Employer will allocate lots as per the lowest evaluated contract price for all lots considered simultaneously subject to the individual capacity and qualification of the Bidders.:

(f) Our bid shall be valid for the following period from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that
 ninety (90) days from the deadline for bid submission or up to 24 April 2022 whichever is later the deadline being counted as day one of the validity period

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System
Invitation for Bid No.: BBRH/IFB/2021/139

Invitation for Bid Name: Procurement of Services for Street Cleaning, Refuse Collection and Disposal, Including Carting Away of Post Cyclonic Waste in the Town of Beau Bassin Rose Hill for a period of 36 months
Bid No.: 125367

Company Name: Atics

Period:

(g) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document.;

(h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 7.;

(i) We are not participating, as a Bidder in more than one bid in this bidding process.;

(j) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the laws of Mauritius.;

(k) We have read and understood the content of the Bid Securing Declaration form and subscribe fully thereto, where this compliance is required by the procuring entity. We further understand that this declaration shall be construed as a signed Bid Securing Declaration which could lead to disqualification on the grounds mentioned therein.;

(m) We confirm that the salaries and wages payable to our personnel in respect of this proposal are in compliance with the relevant Laws, Remuneration Order and Award, where applicable and that we shall abide with the provisions of sub clause 6.8 of the General Conditions of Contract, if we are awarded the contract or part thereof.;

(n) We hereby declare that we are duly registered with the Ministry of Local Government and Outer Islands to provide the service for collection of waste and disposal.;

(o) Are you a government owned entity?:

No

If Yes, do you meet the requirements of ITB 5.4.6? If No, Not Applicable
select Not Applicable.;

(p) Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed:

NONE

(q) 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 as per the principles described hereunder, during the bidding process and contract execution: (i) We shall not, directly or through any other person or firm, offer, promise or give to any of the Public Body's employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract. (ii) We shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process. (iii) We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding. We understand that transgression of the above is a serious offence and appropriate actions will be taken against such bidders.;

(r) We understand that this bid, together with your written acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.;

(s) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and:

Government of Mauritius e-Procurement System

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 Invitation for Bid No.: BBRH/IFB/2021/139
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 of Post Cyclonic Waste in the Town of Beau Bassin Rose Hill for a period of 36 months
 Bid No.: 125367
 Company Name: Atics

(t) If awarded the contract, the person named below shall act as Contractor's Representative.:

Name:

Nuthooram ESSOO

In capacity of:

Managing Director

Duly authorized to digitally sign the Bid for and on behalf of: ATICS LTD

Bid Securing Declaration: By subscribing to the undertaking in respect of paragraph (k) of the Bid Submission Form: I/we* accept that I/we* may be disqualified from bidding for any contract with any Public Body for the period of time that may be determined by the Procurement Policy Office under section 35 of the Public Procurement Act, if I am/we are* in breach of any obligation under the bid conditions, because I/we*: (a) have modified or withdrawn my/our* Bid after the deadline for submission of bids during the period of bid validity specified by the Bidder in the Bid Submission Form; or (b) have refused to accept a correction of an error appearing on the face of the Bid; or (c) having been notified of the acceptance of our Bid by the (insert name of public body) during the period of bid validity, (i) have failed or refused to execute the Contract, if required, or (ii) have failed or refused to furnish the Performance Security, in accordance with the Instructions to Bidders. I/we* understand this Bid Securing Declaration shall cease to be valid (a) in case I/we am/are the successful bidder, upon our receipt of copies of the contract signed by you and the Performance Security issued to you by me/us ; or (b) if I am/we are* not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our* Bid. In case of a Joint Venture, all the partners of the Joint Venture shall be jointly and severally liable.:

COMMERCIAL EVALUATION TEMPLATE FOR OTHER SERVICES _ VER 2

The data in this template is in read only mode and will be used for evaluation purposes after opening of bids. You are only required to decrypt and re-encrypt this template.:

Commercial Evaluation - Other Services:

Item	Bid Price in MUR (a)	Discount in MUR (b)	Discounted Price / Contract price (c) = (a) - (b)	Additions in MUR (d)	Adjustments in MUR (e)	Priced Deviations in MUR (f)	Total Price in MUR (g) = (c) + (d) + (e) + (f)	Upload Working documents
LOT 1 Royal Rd Rose Hill, Vandermesch street, Boundary Road, Hugnin Road, Moka Road, Ambrose Street region	50040000.00	0	0	0	0	0		

Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System
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 of Post Cyclonic Waste in the Town of Beau Bassin Rose Hill for a period of 36 months
 Bid No.:125367
 Company Name: Atics

LOT 2 Pope Hennessy Street, Herchenroder Street, Colonel Maingard Street, Royal Rd Beau Bassin, Royal Rd Coromandel region	36900000.00	0		0	0	0			
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Government of Mauritius e-Procurement System

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Invitation for Bid No.: BBRH/IFB/2021/139
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THE MUNICIPAL COUNCIL OF BEAU BASSIN - ROSE HILL

Our ref: EPROC/ONB/02/2021/2022
BBRH/IFB/2021/139
CPB/55/2021

27 April 2022

The Managing Director
Norba Nettoyage Ltée
St Malo,
Tombeau Bay

Dear Sir

LETTER OF ACCEPTANCE

Services for street cleaning, refuse collection and disposal including carting away of Post Cyclonic Waste in the Town of Beau Bassin-Rose Hill for a period of 36 months (LOT 2)

I wish to inform you that your bid for the 'Service of street cleaning, refuse collection and disposal in the Town of Beau Bassin- Rose-Hill for a period of 36 months' submitted in accordance with the instruction to bidders at the total quoted price of **Rs40,365,000/-** inclusive of VAT and all charges (Lot 2) for a contract period of 36 months, with an initial period of twelve (12) months from the intended commencement date, renewable thereafter, on the same terms and conditions, on an annual basis for an additional period of 2 years subject to satisfactory performance as assessed and approved by the Council :

The Quoted Price is detailed as follows:

DESCRIPTION	LOT No	YEAR 1	YEAR 2	YEAR 3	TOTAL AMOUNT Rs. (Inc VAT) for Three (3) Years
		Rs. Quoted sum Inc of Vat (per Year)	Rs. Quoted sum Inc of Vat (per Year)	Rs. Quoted sum Inc of Vat (per Year)	
Street Cleaning, Refuse Collection and Disposal	LOT 2	13,455,000/-	13,455,000/-	13,455,000/-	40,365,000/-

All correspondence should be addressed to the Chief Executive

The rates for **Carting away of Post Cyclonic Waste** have also been approved as follows: -

LOT 2

Item	Rate per lorry per Day (Rs) Inclusive of VAT
Lorry capacity less than 10 tons – Year 1	6,900/-
Lorry capacity less than 10 tons – Year 2	6,900/-
Lorry capacity less than 10 tons – Year 3	6,900/-
Lorry capacity above 10 tons – Year 1	5,750/-
Lorry capacity above 10 tons – Year 2	5,750/-
Lorry capacity above 10 tons – Year 3	5,750/-

You are hereby requested to:

- i. Submit a letter of acceptance by **27 April 2022** at latest upon receipt of this letter and call at the Administration Department, Town Hall Building, Rose Hill on **28 April 2022** at **14.30hrs** to sign the contract document with the seal of your company;
- ii. Submit by **18 May 2022** a Performance Security in the form of an original bank guarantee from a local commercial bank for the sum of **Rs1,345,500/- valid for period ending May 2023**. In the event the contract is renewed, this performance security shall be renewed for each contract period and shall remain valid for a period of 28 days after expiry;
- iii. Submit insurance covers prior to the commencement of works for:
 - a. For an adequate amount against damages to its equipment and materials used in the execution of the works.
 - b. In respect of Employer's liability and Workman's compensation and for an amount of Rs. 3 million for any one occurrence in respect of personal injury or death and for unlimited number of occurrences.
 - c. For Public liability for a maximum amount of Rs. 5 million for anyone occurrence in respect of bodily injuries or property damage to third party and for unlimited number of occurrences;
- iv. Submit the latest tax clearance certificate from the Mauritius Revenue Authority by **28 April 2022**.

A draft contract is herewith enclosed for your perusal.

Yours faithfully


D. REECHAYE
CHIEF EXECUTIVE

Encs.



MUNICIPAL COUNCIL OF BEAU BASSIN-ROSE HILL

Agreement

Street Cleaning, Refuse Collection and Disposal including carting away of Post Cyclonic Wastes in the Town of Beau Bassin-Rose Hill for a period of 36 months (Lot 2)

EPROC/ONB/02/2021/2022

BBRH/IFB/2021/139

CPB/55/2021

LUMP-SUM REMUNERATION

This **CONTRACT** (hereinafter called the "Contract") is made the **28 day of the month of April 2022**, between on the one hand the Municipal Council of Beau Bassin- Rose Hill represented by the **Mayor, Mr Jean Didier David UTILE** and the Chief Executive, **Mr Dheerendra REECHAYE** (hereinafter called the "Employer") and, on the other hand, **Norba Nettoyage Ltée** of St Malo, Tombeau Bay represented by **Mr. Jean Francisco PLASSAN** (hereinafter called the "Service Provider") of the other part.

WHEREAS

- a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of **Rs40,365,000/-** inclusive of VAT and all charges (Lot 2) as detailed in Appendix A **for a contract period of 36 months** with an initial period of 12 months from the intended commencement date(i.e as from 01 May 2022), renewable thereafter on the same terms and conditions on an annual basis for an additional period of two years subject to satisfactory performance of the Service provider as assessed by the Employer through a comprehensive report.



MUNICIPAL COUNCIL OF BEAU BASSIN-ROSE HILL

Agreement

**Street Cleaning, Refuse Collection and Disposal including
carting away of Post Cyclonic Wastes in the Town of Beau
Bassin-Rose Hill for a period of 36 months (Lot 2)**

EPROC/ONB/02/2021/2022

BBRH/IFB/2021/139

CPB/55/2021

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- a) the Letter of Acceptance dated 27 April 2022 ;
- b) the Service Provider's Bid;
- c) the bidding document;
- d) the Addendum No 1 dated 20 December 2021;
- e) the Special Conditions of Contract;
- f) the General Conditions of Contract;
- g) the Scope of Service and Performance Specifications;
- h) the Activity Schedule;
- i) the Performance Security; and
- j) The following Appendices:
 - i. Appendix A: Description of the Services
 - ii. Appendix B: Schedule of Payments
- k) Appendix C: Key Personnel and Subcontractors
- l) Appendix E: Breakdown of Contract Price in Local Currency

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:

- a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.



MUNICIPAL COUNCIL OF BEAU BASSIN-ROSE HILL

Agreement

**Street Cleaning, Refuse Collection and Disposal including
carting away of Post Cyclonic Wastes in the Town of Beau
Bassin-Rose Hill for a period of 36 months (Lot 2)**

EPROC/ONB/02/2021/2022

BBRH/IFB/2021/139

CPB/55/2021

3. The Service provider shall ensure compliance with the regulations of the Cleaning Enterprise Remuneration Order 2013 and paying wages as per the Cleaning Enterprises (Remuneration) (Amendment) Regulations 2016.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of the **Municipal Council of Beau Bassin- Rose Hill**

Jean Didier David UTILE
MAYOR

Dheerendra BEECHAYE
CHIEF EXECUTIVE

DANIEL IAM HING
In the capacity of FINANCIAL CONTROLLER
MUNICIPAL COUNCIL OF BEAU BASSIN ROSE HILL

For and on behalf of **Norba Nettoyage Ltée**

Norba
NETTOYAGE LTEE

Mr. Jean Francisco PLASSAN BRN: C08080872 VAT: 20455657
Tel: 247 28 62

Director

(NID: P060262300124A)



MUNICIPAL COUNCIL OF BEAU BASSIN-ROSE HILL

Agreement

**Street Cleaning, Refuse Collection and Disposal including
carting away of Post Cyclonic Wastes in the Town of Beau
Bassin-Rose Hill for a period of 36 months (Lot 2)**

EPROC/ONB/02/2021/2022

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CPB/55/2021

Appendix A

DESCRIPTION	LOT No	YEAR 1 Rs. Quoted sum Inc of Vat (per Year)	YEAR 2 Rs. Quoted sum Inc of Vat (per Year)	YEAR 3 Rs. Quoted sum Inc of Vat (per Year)	TOTAL AMOUNT Rs. (Inc VAT) for Three (3) Years
Street Cleaning, Refuse Collection and Disposal	LOT 2	13,455,000/-	13,455,000/-	13,455,000/-	40,365,000/-

The rates for **Carting away of Post Cyclonic Wastes** has been approved as follows:-

LOT 2

Item	Rate per lorry per Day (Rs) Inclusive of VAT
Lorry capacity less than 10 tons – Year 1	6,900/-
Lorry capacity less than 10 tons – Year 2	6,900/-
Lorry capacity less than 10 tons – Year 3	6,900/-
Lorry capacity above 10 tons – Year 1	5,750/-
Lorry capacity above 10 tons – Year 2	5,750/-
Lorry capacity above 10 tons – Year 3	5,750/-

Government of Mauritius e-Procurement System

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Invitation for Bid No.: BBRH/IFB/2021/139

Invitation for Bid Name: Procurement of Services for Street Cleaning, Refuse Collection and Disposal, Including Carting Away of Post Cyclonic Waste in the Town of Beau Bassin Rose Hill for a period of 36 months
Bid No.:145824

Company Name: Norba Nettoyage Ltee

1		Separate Collection and Disposal to Compost Plants	1345000.00
	S.N	Works	Quoted sum on monthly basis excluding VAT in MUR
	1.1	For Handling and Transportation to St. Martin Plant	595000.0
	1.2	For Handling and Transportation to Cottage Plant	750000.0

BID SUBMISSION FORM - OAB SCAVENGING SERVICES (VER. 1.0)

If the prices in the Price Schedule or Bill of Quantities have been reworked please click on 'Decrypt' to ascertain that the amount and currencies in the Bid Submission Form match the amended prices:

Insert N/A if response is NOT APPLICABLE or N/Av if response is NOT AVAILABLE:

To:

We, the undersigned, declare that:

MUNICIPAL COUNCIL OF BEAU BASSIN ROSE HILL

a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 12;:

(b) We offer to execute the following Contract in accordance with the Conditions of Contract, Scope of Service and Performance Specifications, and Activity Schedule accompanying this Bid.:

eproc Reference NoBBRH/IFB/2021/139, CPB Ref CPB/55/2021
Street Cleaning, Refuse Collection and Disposal, Including Carting Away of Post Cyclonic waste in the Town of Beau Bassin Rose Hill for a period of 36 months

c. The total quoted price per lot excluding VAT (brought forward from the Activity Schedule) contract after discounts offered in item (d) below is:

Total quoted price per lot excluding VAT:

Description of Lots	Amount in Rs excluding VAT
Lot 2 Beau Bassin Region	35,100,000.00

(d) The discounts offered and the methodology for their application are::

NOT APPLICABLE

(e) Taking into consideration the qualification criteria as defined in ITB 6.5, the liquid assets/credit facility requirements and the "must comply" requirements as spelt out in Section VI, we understand that the Employer will allocate lots as per the Lowest evaluated contract price for all lots considered simultaneously subject to the individual capacity and qualification of the Bidders.:

(f) Our bid shall be valid for the following period from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and

24 April 2022

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may be accepted at any time before the expiration of that period:

- (g) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document;;
- (h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 7;;
- (i) We are not participating, as a Bidder in more than one bid in this bidding process.;
- (j) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the laws of Mauritius;;
- (k) We have read and understood the content of the Bid Securing Declaration form and subscribe fully thereto, where this compliance is required by the procuring entity. We further understand that this declaration shall be construed as a signed Bid Securing Declaration which could lead to disqualification on the grounds mentioned therein.;
- (m) We confirm that the salaries and wages payable to our personnel in respect of this proposal are in compliance with the relevant Laws, Remuneration Order and Award, where applicable and that we shall abide with the provisions of sub clause 6.8 of the General Conditions of Contract, if we are awarded the contract or part thereof.;
- (n) We hereby declare that we are duly registered with the Ministry of Local Government and Outer Islands to provide the service for collection of waste and disposal.;
- | | |
|---|-----|
| (o) Are you a government owned entity?: | NO |
| If Yes, do you meet the requirements of ITB 5.4.6? If No, select Not Applicable.: | Yes |
| (p) Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed: | |

NOT APPLICABLE

(q) 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 as per the principles described hereunder, during the bidding process and contract execution: (i) We shall not, directly or through any other person or firm, offer, promise or give to any of the Public Body's employees involved in the bidding process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract. (ii) We shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process. (iii) We shall not use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement proceeding. We understand that transgression of the above is a serious offence and appropriate actions will be taken against such bidders.;

(r) We understand that this bid, together with your written acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.;

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 Bid No.:145824
 Company Name: Norba Nettoyage Ltee

- (s) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and:
 (t) If awarded the contract, the person named below shall act as Contractor's Representative.:

Name:

JEAN NOEL CANIAH
 DIRECTOR

In capacity of:

Duly authorized to digitally sign the Bid for and on behalf of: NORBA NETTOYAGE LTEE

Bid Securing Declaration::By subscribing to the undertaking in respect of paragraph (k) of the Bid Submission Form: I/We* accept that I/we* may be disqualified from bidding for any contract with any Public Body for the period of time that may be determined by the Procurement Policy Office under section 35 of the Public Procurement Act, if I am/we are* in breach of any obligation under the bid conditions, because I/we*:(a)have modified or withdrawn my/our* Bid after the deadline for submission of bids during the period of bid validity specified by the Bidder in the Bid Submission Form; or(b)have refused to accept a correction of an error appearing on the face of the Bid; or(c)having been notified of the acceptance of our Bid by the (insert name of public body) during the period of bid validity, (i) have failed or refused to execute the Contract, if required, or (ii) have failed or refused to furnish the Performance Security, in accordance with the Instructions to Bidders.I/We* understand this Bid Securing Declaration shall cease to be valid (a) in case I/we am/are the successful bidder, upon our receipt of copies of the contract signed by you and the Performance Security issued to you by me/us ; or (b) if I am/we are* not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our* Bid.In case of a Joint Venture, all the partners of the Joint Venture shall be jointly and severally liable.:

COMMERCIAL EVALUATION TEMPLATE FOR OTHER SERVICES - VER 2

The data in this template is in read only mode and will be used for evaluation purposes after opening of bids. You are only required to decrypt and re-encrypt this template.:

Commercial Evaluation - Other Services:

Item	Bid price in MUR (a)	Discount in MUR (b)	Discounted price / Contract price (c) = (a) - (b)	Additions in MUR (d)	Adjustments in MUR (e)	Priced Deviations in MUR (f)	Total Price in MUR (g) = (c) + (d) + (e) + (f)	Upload Working documents
LOT 1 Royal Rd Rose Hill, Vandermesch street, Boundary Road, Hugnin Road, Moka Road, Ambrose Street region	0.00	0		0	0	0		

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 Bid No.:145824

Company Name: Norba Nettoyage Ltee

LOT 2 Pope Hennessy Street, Herchenroder Street, Colonel Maingard Street, Royal Rd Beau Bassin, Royal Rd Coromandel region	35100000.00	0			0		0		0			

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Bid No.:145824

Company Name: Norba Nettoyage Ltee

MUNICIPAL COUNCIL OF BEAU-BASSIN ROSE-HILL



Town Hall
Royal road, Rose-Hill
Tel: 413 7600
Fax: 454 9509

To all potential bidders,

ADDENDUM NO. 1

**Procurement of Services for Street Cleaning, Refuse Collection and Disposal, Including
Carting Away of Post Cyclonic Waste in the Town of Beau Bassin Rose Hill
for a period of 36 months**

OPEN NATIONAL BIDDING

e-proc Reference No: BBRH/IFB/2021/139

CPB Ref: CPB/55/2021

Reference is made to the above Invitation for bids dated 26 November 2021.

The attention of potential bidders is hereby drawn to the following amendment to the Bidding Document:

ITB 16.1 at Section II Bid Data Sheet should read as:

“The bids will be evaluated per lot and the contract shall be allocated by lot or lots to one or more service providers based on the lowest evaluated substantially responsive bid”

***Chief Executive
Municipal Council of Beau Bassin Rose Hill
20 December 2021***

Section VIII. Special Conditions of Contract

Clauses in brackets are optional; all notes should be deleted in final text.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(c)	<p>The contract name is :</p> <p>Procurement of Services for Street Cleaning, Refuse Collection and Disposal, including carting away of Post Cyclonic Waste in the Town of Beau Bassin, Rose Hill for a period of 36 months</p>
1.1(f)	The Employer is "the Council" shall mean the Municipal Council of Beau Bassin – Rose Hill
1.1(k)	The Member in Charge is <i>[name of Member Leader of the Joint Venture].</i>
1.1(p)	The Service Provider is <i>[insert name]</i>
1.4	<p>The addresses are:</p> <p>Employer: Municipal Council of Beau Bassin – Rose Hill</p> <p>Royal Road, Town Hall, Rose Hill</p> <p>Attention: The Chief Executive</p> <p>Facsimile: +230 454 9509</p> <p>Email: rosehill@ja.govmu.org</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
	<p>The Authorized Representatives are:</p> <p>For the Employer: The Chief Executive</p> <p>For the Service Provider: _____</p>

2.1	The date on which this Contract shall come into effect is as from the date indicated in the letter of award of contract.
2.2.2	The Intended Starting Date for the commencement of Services is <i>as from the date indicated in the Letter of Award of contract</i>
2.3	The contract will be for an initial period of 12 months from the intended commencement date, renewable thereafter on an annual basis for an additional period of two years subject to satisfactory performance of the service provider as assessed by the Employer through a comprehensive report.
3.2.3	NOT APPLICABLE
3.6	<p>The Service Provider shall prior to commencement of works provide insurance covers:</p> <p>(a) For an adequate amount against damages to its equipment and materials used in the execution of the works.</p> <p>(b) In respect of Employer's liability and Workman's compensation and for an amount of Rs. 3million for any one occurrence in respect of personal injury or death and for unlimited number of occurrences.</p> <p>(c) For Public liability for a maximum amount of Rs. 5 million for anyone occurrence in respect of bodily injuries or property damage to third party and for unlimited number of occurrences.</p>
3.10.1	The daily rate for each day of delay on the period allocated in correcting anyone shortcoming in the current month shall be Rs 5,000 up to an aggregate of 10 % of the monthly contract amount.
3.11	The Performance Security shall be of an amount of 10 % of the yearly price in the form of a bank/insurance guarantee issued by a local commercial bank/insurance guarantee.
GCC 3.12 Statements of nuisances	<p>To add:</p> <p>All notices related to Statement of Nuisances received from enforcing agencies under the Environmental Protection Act and Public Health Act shall be communicated to the Service Provider for prompt remedial measures for works falling under its responsibility as per the contract.</p>

GCC 3.14 Statutory obligation, fee and charges	<p>To add:</p> <p>The Service Provider shall comply with all laws and Regulations in force in the execution of its works irrespective of the fact that it has received the approval of the Council to proceed with the works.</p>
GCC 3.15 Possible Changes in Disposal sites	<p>The service provider has to dispose of the post cyclonic wastes to the nearest transfer station temporary dumping sites and any other temporary dumping sites approved by the Council and/or Ministry of Local Government and Outer Island or at Mare Chicose landfill.</p>
GCC 3.16 Service Provider's conduct	<p>To add:</p> <p>In the execution of this contract the Service Provider, its sub-contractors and agents shall deal with the general public in a courteous manner and advise the households, business and commercial concerns of the respective localities for provision of access and collection of refuses from their premises. They shall also act in a responsible manner to avoid damages to property and bodily injuries to the Third Party.</p>
GCC 3.17 Occupational Health and safety at Work	<p>To add:</p> <p><u>A. Safety</u></p> <p>(i) The Service Provider shall comply with all its legal obligations in respect of safety at works and as per instructions when directed. In the performance of the works, the Service Provider shall exercise every reasonable precaution to protect people from injuries and properties from damages. It shall adopt and enforce such rules and regulations as may be necessary, desirable or proper to safeguard the public and all persons engaged in the work and its supervision.</p> <p>(ii) The Service Provider shall constantly employ, during the progress of the works, an employee familiar with the type of work being performed, whose assignment shall include initiation of measures for the protection of health and prevention of accidents and who shall see, by personal inspection, that all safety rules and regulations are enforced, that all workers are wearing uniforms, identification badges, boots, gloves, etc. The Service Provider shall hold regular scheduled safety meetings with his supervisor and foremen and when directed by the Council. The Service Provider shall keep the Council advised as to when these meetings are to be held and shall provide the latter with a copy of the proposed agenda and the notes of meetings within 30 days of the holdings of such meetings.</p> <p>(iii) Safety measures relating to lighting and CEB power cables shall be provided to ensure safe working conditions for the Service Provider's personnel and for the personnel of the Council so that a complete inspection</p>

	<p>of all works in progress can be made by the Council.</p> <p><u>B. Occupational health</u></p> <p>The Service Provider shall promptly report to the Council all accidents involving death or injury to staff, workmen or any third party and furnish a detailed report of such accident.</p> <p>All employees on any contract should be given a simple leaflet of do's and don't's to guide them in occupational health, safety and hygiene. Simple precautions such as:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Washing <input type="checkbox"/> Wearing protective clothing provided <input type="checkbox"/> Wearing gloves, hard hats, facemasks and ear defenders when required <input type="checkbox"/> Attending to cuts and abrasions immediately <input type="checkbox"/> Bandaging and covering open wounds, scratches or sores etc. <p>In conjunction with medical advice, an agreed program of disease and infection, prevention and immunization will be made available to all employees.</p>
GCC 4.3 Mobilization of resources	<p>To add:</p> <p>The Service Provider shall ensure that it has the minimum resources available at all time as confirmed in its bid and that additional resources are available to meet the needs for special events or due to unforeseen circumstances and to cater for absences.</p>
5.1	The assistance and exemptions provided to the Service Provider are: Not applicable
6.2(a)	The amount in local currency is Mauritian Rupees
6.2(b)	The amount in foreign currency or currencies is not applicable .
6.4	<p>Payments shall be made according to the following schedule:</p> <p>(a) Payment for the works undertaken will be effected on a monthly basis upon receipt of an invoice from the Service Provider not later than the 10th of the following month on the basis of the performance report of the Health Inspectorate.</p> <p>(b) Payment shall be made within 21 working days of receipt of the invoice</p>

	<p>and the relevant documents specified hereunder:</p> <p>Final payment shall be adjusted to reflect any non-compliance in the execution of the contract. In case the Supplier is an SME, the Employer undertakes to effect payment after provision of services to the satisfaction of the Employer within 14 working days from date of invoice, and subject to the Supplier submitting all required documents.</p> <p>(c) Invoices for the carting away of post cyclone wastes shall be submitted within 30 days after completion of works. The invoices should be submitted together with all details of lorries, personnel, and other equipment deployed, details of ticket number, lorries registration number, tonnage of waste etc...</p> <p>(d) Any deductions for liquidated damages or for non-performance in respect of the current month shall be effected in the following month after due notice given to the Service Provider.</p> <p>(e) Advance Payment is not applicable to this contract.</p>
6.5	The interest rate is the official rate as applicable by the Accountant General.
6.6.1	Price adjustment is not to be applied.
7.1	<p>The principle and modalities of inspection of the Services by the Employer are as follows:</p> <p>An Officer of the Municipal Council of Beau Bassin Rose Hill will inspect the sites on a regular basis to verify whether the provisions of the Scope of Services are being complied with.</p> <p>Notice for redress shall be issued by the Officer-in-Charge in respect of each shortcoming.</p>