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:

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

29 April 2022
Chief Executive
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:

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>LOT No</th>
<th>YEAR 1 Rs. Quoted sum Inc of Vat ( per Year)</th>
<th>YEAR 2 Rs. Quoted sum Inc of Vat ( per Year)</th>
<th>YEAR 3 Rs. Quoted sum Inc of Vat ( per Year)</th>
<th>TOTAL AMOUNT Rs. (Inc VAT) for Three (3) Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Cleaning,</td>
<td>LOT 1</td>
<td>19,182,000/-</td>
<td>19,182,000/-</td>
<td>19,182,000/-</td>
<td>57,546,000/-</td>
</tr>
<tr>
<td>Refuse Collection and</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disposal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The rates for **Carting away of Post Cyclonic Waste** have also been approved as follows:

<table>
<thead>
<tr>
<th>LOT 1</th>
<th>Item</th>
<th>Rate per lorry per Day (Rs) Inclusive of VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Lorry capacity less than 10 tons – Year 1</td>
<td>10,350/-</td>
</tr>
<tr>
<td></td>
<td>Lorry capacity less than 10 tons – Year 2</td>
<td>10,350/-</td>
</tr>
<tr>
<td></td>
<td>Lorry capacity less than 10 tons – Year 3</td>
<td>10,350/-</td>
</tr>
<tr>
<td></td>
<td>Lorry capacity above 10 tons – Year 1</td>
<td>13,800/-</td>
</tr>
<tr>
<td></td>
<td>Lorry capacity above 10 tons – Year 2</td>
<td>13,800/-</td>
</tr>
<tr>
<td></td>
<td>Lorry capacity above 10 tons – Year 3</td>
<td>13,800/-</td>
</tr>
</tbody>
</table>

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. 3 million for any one 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

[Signature]

D REECHAYE
CHIEF EXECUTIVE

Encs.
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
BBRH/IFB/2021/139
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 LAMHING
In the capacity of FINANCIAL CONTROLLER
MUNICIPAL COUNCIL OF BEAU BASSIN ROSE HILL

For and on behalf of Atics Ltd

Mr. ESSOOO Nuthooram
Director
(NID: E1006684204072)
### Appendix A

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>LOT No</th>
<th>YEAR 1 Rs. Quoted sum Inc of Val (per Year)</th>
<th>YEAR 2 Rs. Quoted sum Inc of Val (per Year)</th>
<th>YEAR 3 Rs. Quoted sum Inc of Val (per Year)</th>
<th>TOTAL AMOUNT Rs. (Inc VAT) for Three (3) Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Cleaning, Refuse Collection and Disposal</td>
<td>LOT 1</td>
<td>19,182,000/-</td>
<td>19,182,000/-</td>
<td>19,182,000/-</td>
<td>57,546,000/-</td>
</tr>
</tbody>
</table>

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

**LOT 1**

<table>
<thead>
<tr>
<th>Item</th>
<th>Rate per lorry per Day (Rs Inclusive of VAT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lorry capacity less than 10 tons – Year 1</td>
<td>10,350/-</td>
</tr>
<tr>
<td>Lorry capacity less than 10 tons – Year 2</td>
<td>10,350/-</td>
</tr>
<tr>
<td>Lorry capacity less than 10 tons – Year 3</td>
<td>10,350/-</td>
</tr>
<tr>
<td>Lorry capacity above 10 tons – Year 1</td>
<td>13,800/-</td>
</tr>
<tr>
<td>Lorry capacity above 10 tons – Year 2</td>
<td>13,800/-</td>
</tr>
<tr>
<td>Lorry capacity above 10 tons – Year 3</td>
<td>13,800/-</td>
</tr>
</tbody>
</table>
### Lot 1 - Rose Hill

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount (excluding VAT)</th>
<th>Description</th>
<th>Amount (excluding VAT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total quoted price per lot excluding VAT</td>
<td>9900000.00</td>
<td>Total quoted price per lot excluding VAT</td>
<td>4000000.00</td>
</tr>
</tbody>
</table>

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**The Municipal Council of Beau Bassin Rose Hill**

**BID SUBMISSION FORM - OAP SCAVENGING SERVICES**

<table>
<thead>
<tr>
<th>Item</th>
<th>Details</th>
<th>Amount (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Waste Plan and Transportation to ST.</td>
<td>0000000.00</td>
</tr>
<tr>
<td>1.2</td>
<td>Waste Plan and Transportation to ST.</td>
<td>0000000.00</td>
</tr>
<tr>
<td>1.3</td>
<td>Waste Plan and Transportation to ST.</td>
<td>0000000.00</td>
</tr>
<tr>
<td>1.4</td>
<td>Waste Plan and Transportation to ST.</td>
<td>0000000.00</td>
</tr>
</tbody>
</table>

---

**Government of Mauritius - Procurement System**
COMMERCIAL EVALUATION - OTHER SERVICES:

The data in this template is used only as a record for evaluation purposes after opening of bids. You are only required to decrypt and re-encrypt this template.

COMMERCIAL EVALUATION TEMPLATE FOR OTHER SERVICES - VER 2

Company Name: [Redacted]

[Redacted]

Government of Mauritius-E-Procurement System
<table>
<thead>
<tr>
<th>Region</th>
<th>Commander</th>
<th>Rd</th>
<th>Bassin, Royal</th>
<th>Rd</th>
<th>Beaver</th>
<th>Royal</th>
<th>Marshard</th>
<th>Royal</th>
<th>Sirereal</th>
<th>Colonel</th>
<th>Hordenriver</th>
<th>Sirereal</th>
<th>Hennessey</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

**Government of Mauritius - Procurement System**

**Invitation for Bid No.: BMR/H/2021/139**

Invitation for Bid Name: Procurement of Services for Street Cleaning, Refuse Collection and Disposal, Including Carrying Away of Poor Organics Waste in the Town of Beau Bassin Road for a period of 6 months.
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:

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

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 2**

<table>
<thead>
<tr>
<th>Item</th>
<th>Rate per lorry per Day (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lorry capacity less than 10 tons – Year 1</td>
<td>6,900/-</td>
</tr>
<tr>
<td>Lorry capacity less than 10 tons – Year 2</td>
<td>6,900/-</td>
</tr>
<tr>
<td>Lorry capacity less than 10 tons – Year 3</td>
<td>6,900/-</td>
</tr>
<tr>
<td>Lorry capacity above 10 tons – Year 1</td>
<td>5,750/-</td>
</tr>
<tr>
<td>Lorry capacity above 10 tons – Year 2</td>
<td>5,750/-</td>
</tr>
<tr>
<td>Lorry capacity above 10 tons – Year 3</td>
<td>5,750/-</td>
</tr>
</tbody>
</table>

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,

[Signature]

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 Dherendra 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.
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.

Page 2 of 4
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

Dheendaro BEECHAYE
CHIEF EXECUTIVE

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

For and on behalf of Norba Nettoyage Ltée

Mr. Jean Francisco PLASSAN
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/QNB/02/2021/2022
BBRH/IFB/2021/139
CP5/55/2021

Appendix A

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

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

**LOT 2**

<table>
<thead>
<tr>
<th>Item</th>
<th>Rate per lorry per Day (Rs) Inclusive of VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lorry capacity less than 10 tons – Year 1</td>
<td>6,900/-</td>
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<td>5,750/-</td>
</tr>
<tr>
<td>Lorry capacity above 10 tons – Year 3</td>
<td>5,750/-</td>
</tr>
</tbody>
</table>
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.: 145824
Company Name: Norba Nettoyage Ltee

<table>
<thead>
<tr>
<th>S.N</th>
<th>Separate Collection and Disposal to Compost Plants</th>
<th>1345000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Works</td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>For Handling and Transportation to St. Martin Plant</td>
<td>595000.0</td>
</tr>
<tr>
<td>1.2</td>
<td>For Handling and Transportation to Cottage Plant</td>
<td>750000.0</td>
</tr>
</tbody>
</table>

**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/A if response is NOT AVAILABLE:

To: MUNICIPAL COUNCIL OF BEAU BASSIN ROSE HILL

We, the undersigned, declare that:

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:

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:

<table>
<thead>
<tr>
<th>Description of Lots</th>
<th>Amount in Rs excluding VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot 2 Beau Bassin Region</td>
<td>35,100,000.00</td>
</tr>
</tbody>
</table>

(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
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?:

If Yes, do you meet the requirements of ITB 5.4.6? If No, 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:

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:
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.: 145824
Company Name: Norba Nettoyage Ltee

(a) 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
In capacity of: DIRECTOR
Duly authorised 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 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 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.

<table>
<thead>
<tr>
<th>Commercial Evaluation - Other Services:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Item</strong></td>
</tr>
<tr>
<td>----------------------------------------</td>
</tr>
<tr>
<td>LOT 1 Royal Rd Rose Hill, Vandermeesch street, Boundary Road, Hugnin Road, Moka Road, Ambrose Street region</td>
</tr>
</tbody>
</table>
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
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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 | 0 |
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.: 145824
Company Name: Norba Nettoyage Ltee
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.

<table>
<thead>
<tr>
<th>Number of GC Clause</th>
<th>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1(c)</td>
<td>The contract name is: 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</td>
</tr>
<tr>
<td>1.1(f)</td>
<td>The Employer is “the Council” shall mean the Municipal Council of Beau Bassin – Rose Hill</td>
</tr>
<tr>
<td>1.1(k)</td>
<td>The Member in Charge is [name of Member Leader of the Joint Venture].</td>
</tr>
<tr>
<td>1.1(p)</td>
<td>The Service Provider is [insert name]</td>
</tr>
<tr>
<td>1.4</td>
<td>The addresses are: Employer: Municipal Council of Beau Bassin – Rose Hill Royal Road, Town Hall, Rose Hill Attention: The Chief Executive Facsimile: +230 454 9509 Email: <a href="mailto:roshill@la.govmu.org">roshill@la.govmu.org</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service Provider:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Attention:</td>
<td></td>
</tr>
<tr>
<td>Telex:</td>
<td></td>
</tr>
<tr>
<td>Facsimile:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>The Authorized Representatives are:</th>
</tr>
</thead>
<tbody>
<tr>
<td>For the Employer: The Chief Executive</td>
</tr>
<tr>
<td>For the Service Provider:</td>
</tr>
</tbody>
</table>
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 as from the date indicated in the Letter of Award of contract.

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 The Service Provider shall prior to commencement of works provide insurance covers:

(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.

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

To add:

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.
| GCC 3.14 Statutory obligation, fee and charges | To add:  
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. |
| GCC 3.15 Possible Changes in Disposal sites | 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 Chicoise landfill. |
| GCC 3.16 Service Provider’s conduct | To add:  
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. |
| GCC 3.17 Occupational Health and safety at Work | To add:  
A. Safety  
(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.  
(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.  
(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 |
of all works in progress can be made by the Council.

**B. Occupational health**

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.

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:

- Washing
- Wearing protective clothing provided
- Wearing gloves, hard hats, facemasks and car defenders when required
- Attending to cuts and abrasions immediately
- Bandaging and covering open wounds, scratches or sores etc.

In conjunction with medical advice, an agreed programed of disease and infection, prevention and immunization will be made available to all employees.

<table>
<thead>
<tr>
<th>GCC 4.3 Mobilization of resources</th>
<th>To add:</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td></td>
</tr>
</tbody>
</table>

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 Payments shall be made according to the following schedule:

(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.

(b) Payment shall be made within **21 working** days of receipt of the invoice
and the relevant documents specified hereunder:

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.

(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...

(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.

(e) Advance Payment is not applicable to this contract.

| 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 | The principle and modalities of inspection of the Services by the Employer are as follows: |

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.

Notice for redress shall be issued by the Officer-in-Charge in respect of each shortcoming.