

## **AWARD OF PROCUREMENT CONTRACT**

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

Tender reference: BBRH/IFB/2025/527

: CPB/02/2025

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 (Including. VAT)  Rs
1.	Lot 1	ATICS Ltd of Allee Des Manguiers, Pailles	112,270,176
2.	Lot 2	Norba Nettoyage Ltee of Royal Road, st Malo, Tombeau Bay	89,010,000
3.	Lot 3	Norba Nettoyage Ltee of Royal Road, st Malo, Tombeau Bay	13,662,000

05 November 2025 Ag.Chief Executive Municipal Council of Beau Bassin Rose Hill



Our Ref: MBBRH/ADM8/2025/19 : CPB/02/2025

13 October 2025

The Director

Norba Nettoyage Ltee
St Malo,

Tombeau Bay

Dear Sir,

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 – <u>CPB/02/2025</u>

I wish to inform you that your bid 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' submitted in accordance with the instructions to bidders has been accepted by the Council as detailed hereunder:

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	29,670,000/-	29,670,000/-	29,670,000/-	89,010,000/-
including carting away of post cyclonic waste	Lot 3	4,554,000	4,554,000	4,554,000	13,662,000

The award will be for 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.

As regards to Lot 3, (i.e the new 750 NSLD housing units) at Coromandel, the Municipal Council will inform your company of the date of commencement for the provision of the Street Cleaning, Refuse Collection and Disposal including carting away of post cyclonic waste as soon as it becomes occupied.

Tel: +230 413 7600 - Fax: +230 454 9509 - Email: rosehill@la.govmu.org - Website: www.bbrh.org

#### LOT 2 and Lot 3

ltem	Rate per lorry per Day (Rs)
	Inclusive of VAT
Lorry capacity less than 10 tons – Year 1	. 11,500/-
Lorry capacity less than 10 tons – Year 2	11,500/-
Lorry capacity less than 10 tons – Year 3	11,500/-
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 October 2025. at latest upon receipt of this letter and call at the Administration Department, Town Hall Building, Rose Hill on 31 October 2025 at 14.15hrs to sign the contract document with the seal of your company for the provision of the above services as from 1 November 2025.
- ii. Submit by 31 October 2025 a Performance Security in the form of an original bank guarantee from a local commercial bank for the sum of Rs 3,422,400/- valid for period ending November 2026. 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. Attend a meeting on 31 October 2025 at the Municipal Council at the 14.15 wherein you will be required to provide details regarding the collection of wastes segregated at source, disposal to appropriate sites and cleaning of covered drains, with a view to confirming the prices/rates reflect the market rate.
- iv. Submit insurance covers prior to the commencement of Street Cleaning, Refuse Collection and Disposal including carting away of post cyclonic waste 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 any one occurrence in respect of bodily injuries or property damage to third party and for unlimited number of occurrences;
  - v. Submit the latest tax clearance certificate from the Mauritius Revenue Authority by 31 October 2025

A draft contract is herewith enclosed for your perusal.

Yours faithfully

M.RAMASAMY// Ag. CHIEF EXECUTIVE



Our Ref: MBBRH/ADM8/2025/19 : CPB/02/2025

17 October 2025

J

The Director

ATICS

Allee Des Manguiers

Pailles

Dear Sir

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 – CPB/02/2025

I wish to inform you that your bid 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' submitted in accordance with the instructions to bidders has been accepted by the Council as detailed hereunder:

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	LOT 1	36,225,000/-	37,262,829/-	38,782,347/-	112,270,176/-
and Disposal					

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

#### LOT 1

Item	Rate per lørry per Day (Rs) Inclusive of VAT
Lorry capacity less than 10 tons (for 8	1'1,500/-
hours)– Year 1	
Lorry capacity less than 10 tons – Year 2	11,500/-
Lorry capacity less than 10 tons – Year 3	11,500/-
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 October 2025**. at latest upon receipt of this letter and call at the Administration Department, Town Hall Building, Rose Hill on **31 October 2025** at **14.15hrs** to sign the contract document with the seal of your company for the provision of the above services as from 1 November 2025.
- ii. Submit by **31 October 2025** a Performance Security in the form of an original bank guarantee from a local commercial bank for the sum of **Rs' 3,742,339.20/- valid for period ending November 2026.** 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. Attend a meeting on 31 October 2025 at the Municipal Council at the 14.15 wherein you will be required to provide details regarding the collection of wastes segregated at source, disposal to appropriate sites and cleaning of covered drains, with a view to confirming the prices/rates reflect the market rate.
- iv. Submit insurance covers prior to the commencement of Street Cleaning, Refuse Collection and Disposal including carting away of post cyclonic waste 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 any one occurrence in respect of bodily injuries or property damage to third party and for unlimited number of occurrences;
- v. Submit the latest tax clearance certificate from the Mauritius Revenue Authority by 31 October 2025

A draft contract is herewith enclosed for your perusal.

Yours faithfully

M.KAMASAMY / Ag. CHIEF EXECUTIVE

A 2 \*



#### Agreement

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 – CPB/02/2025 MBBRH/IFB/2025/527

#### **LUMP-SUM REMUNERATION**

This CONTRACT (hereinafter called the "Contract") is made on the 31 day of the month of October 2025, between on the one hand the Municipal Council of Beau Bassin- Rose Hill represented by the Mayor, Mrs Marie Gabriella Rimena BATOUR and the Ag. Chief Executive, Mr Marveen RAMASAMY (hereinafter called the "Employer") and, on the other hand, Norba Nettoyage Ltée of Royal Road, 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 total contract price of Rs 89,010,000/- for Lot 2 and Rs 13,662,000 for Lot 3 inclusive of VAT and all charges as detailed in Appendix A.
- c) the contract will be awarded on an initial period of 12 months from the intended commencement date (i.e as from 01 November 2025), 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 and approved by the Council.
- d) As regards to Lot 3, (i.e the new 750 NSLD housing units) at Coromandel, the Municipal Council will inform your company of the date of commencement for the provision of the Street Cleaning, Refuse Collection and Disposal including carting away of post cyclonic waste as soon as it becomes occupied.

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#### **Agreement**

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 – CPB/02/2025

MBBRH/IFB/2025/527

e) The Service Provider shall be liable for payment of liquidated damages for delays to correct shortcomings referred to in GCC 7.2 at the daily rate, as indicated in the SCC, for each work up to a cumulative maximum of 10 % of the monthly contract. 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.

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 17 October 2025;
  - b) the Service Provider's Bid;
  - c) the bidding document;
  - d) the Special Conditions of Contract;
  - e) the General Conditions of Contract;
  - f) the Scope of Services and Performance Specifications;
  - g) the Activity Schedule;
  - h) the Performance Security; and
  - The following Appendices:
    - i. Appendix A: Description of the Services
    - ii. Appendix B: Schedule of Payments
  - j) Appendix C: Key Personnel and Subcontractors
  - k) Appendix E: Breakdown of Contract Price in Local Currency

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#### Agreement

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 - CPB/02/2025 MBBRH/IFB/2025/527

- 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.
- 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

Mrs Marie Gabriella Rimena BATOUR

MAYOR

Anaridraj JANNOO

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)

BRN: C08080872 VAT: 20455657

M.RAMASAMY

Ag.CHIEF EXECUTE

CIPAL COUNC

Tel: 247 26 62



#### Agreement

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 – CPB/02/2025

MBBRH/IFB/2025/527

#### 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	LOT 2	29,670,000/-	29,670,000/-	29,670,000/-	89,010,000/-
and Disposal	Lot 3	4,554,000	4,554,000	4,554,000	13,662,000

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

#### LOT 2 and LOT 3

Item	Rate per lorry per Day (Rs)	
	Inclusive of VAT	
Lorry capacity less than 10 tons (for 8	11,500/-	
hours) Year 1		
Lorry capacity less than 10 tons (for 8	11,500/-	
hours)– Year 2		
Lorry capacity less than 10 tons (for 8	11,500/-	
hours)- Year 3		
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/-	
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#### **Agreement**

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 – CPB/02/2025

MBBRH/IFB/2025/527

#### **LUMP-SUM REMUNERATION**

This CONTRACT (hereinafter called the "Contract") is made the 30th day of the month of October 2025, between on the one hand the Municipal Council of Beau Bassin-Rose Hill represented by the Mayor, Mrs Marie Gabriella Rimena BATOUR and the Ag. Chief Executive, Mr Marveen RAMASAMY (hereinafter called the "Employer") and, on the other hand, Atics Ltd of Allée des Manguiers, Pailles represented by Mr. ESSOO Nuthoram (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 total contract price of Rs 112,270,176/- inclusive of VAT and all charges for (Lot 1) as detailed in Appendix A.
- c) the contract will be awarded on an initial period of 12 months from the intended commencement date (i.e as from 01 November 2025), 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 and approved by the Council.
- d) The Service Provider shall be liable for payment of liquidated damages for delays to correct shortcomings referred to in GCC 7.2 at the daily rate, as indicated in the SCC, for each work up to a cumulative maximum of 10 % of the monthly contract. The Employer may deduct liquidated damages



#### **Agreement**

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 – CPB/02/2025

MBBRH/IFB/2025/527

from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

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 17 October 2025;
  - b) the Service Provider's Bid;
  - c) the bidding document;
  - d) the Special Conditions of Contract;
  - e) the General Conditions of Contract;
  - f) the Scope of Services and Performance Specifications;
  - g) the Activity Schedule;
  - h) the Performance Security; and
  - i) The following Appendices:
    - i. Appendix A: Description of the Services
    - ii. Appendix B: Schedule of Payments
  - i) Appendix C: Key Personnel and Subcontractors
  - k) 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:



#### **Agreement**

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 – CPB/02/2025

MBBRH/IFB/2025/527

- 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.
- 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

Mrs Marie Gabriella Rimena BATOUR

MAYOR

M.RAMASAMY

Ag.CHIEF EXECUTIVE

SASSIN-ROS

Anandraj JANNOO

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)

ATICSLTD



#### **Agreement**

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 – CPB/02/2025

MBBRH/IFB/2025/527

#### 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	36,225,000/-	37,262,829/-	38,782,347/-	112,270,176/-

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 (for 8 hours) – Year 1	11,500/-
Lorry capacity less than 10 tons – Year 2	11,500/-
Lorry capacity less than 10 tons – Year 3	11,500/-
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/-



with remuneration orders.pdf; Financial situation.pdr 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:

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.:

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/2025/527 CPB Ref CPB/02/2025

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:

pescription of Lots

#### Government of Mauritius e-Procurement System

overnment of Mauritius e-Procurement System nvitation for Bid No.: BBRH/IFB/2025/527

invitation for Bid No.: BBRN/1FB/2025/52/ Invitation for Bid Name: 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.:154391 Company Name: Atics

Lot 1-Rose Hill Region	97626240
Lot 2- Beau Bassin Region	80499960
Lot 3- New Housing Units at Coromandel	14499720

(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 period:

ninety (90) days from the deadline for Bid Submission or up to 14 September 2025 whichever is later the deadline being counted as day one of the validity 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 Not Applicable 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:

NONE

# Government of Mauritius e-Procurement System

ernment of Mauritius e-Procurement System

nvitation for Bid Name: Services for Street Cleaning, Refuse Collection and Disposal, including Carting Away of Post Cyclonic Waste in the Town of Beau Bassin Rose Hill for period of 36 months a period of 36 months

Bid No.:154391

Company Name: Atics

- (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 community to a special state of the state of engage in any type of fraud and corruption as per the principles described hereunder, during the bidding process and continuous the bidding process are continuous to the bidding process and continuous the bidding process are continuous to the bidding process and continuous the bidding process are continuous to the bidding process and continuous the bidding process are continuous to the bi engage in any type of traud 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 order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the execution of the control of the co order to obtain in exchange any advantage of any kind whatsoever during the contract 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 non-submission or non-submission rnis applies in patticular of prices, specifications, certifications, sabstanding 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, erropeous use falsified documents, erroneous data or deliberately not disclose requested facts to obtain a benefit in a procurement of the contains a benefit in the co to obtain a benefit in a procurement proceeding. We understand that transgression of the above is a serious offence and 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: executed;:
  - (s) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive. other bid that you may receive; and:
  - (t) If awarded the contract, the person named below shall act as Contractor's Representative::

NUTHOORAM ESSOO MANAGING DIRECTOR

In capacity of:

Duly authorized to digitally sign the Bid 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 a compared to the undertaking in respect of paragraph (k) of the Bid Submission Form: I/We\* accept that I/We\* may be disqualified from the contract with a for and on behalf of: (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 I/we\*: (a) mave modified of "itendrawn my/our\* Bid after the deadline for Submission bids during the period of bid validity specified by the Bidder in the Bid Submission Form: or(b) have refused to accoming the property of the bidder in the Bid Submission for the face of the period of the bidder in the Bid Submission for the face of the bidder in the Bid Submission for the Bidder in the Bidder in the Bid Submission for the Bidder in th Form; or (b) have refused to accept a correction of an error appearing on the face of the Bid: or (c) having been notification of the Bid by the (insert name) Form; Or (D) have refused to accept a correction of an error appearing on the race 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 Transmission to Bidders T/We\* understand this Bid 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 control by vou and the Performance 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 the successful points of the name of the successful points. upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the validity of my/our\* Bid.In Bidder; or (ii) thirty days after the expiration of the validity of my/our\* Bid. In case of a Joint Venture, all the case of a Joint Venture, all the partners of the Joint Venture shall be jointly and severally liable.: severally liable.:

ir 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:

THE 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;:
- of Contract, Scope of Service and Performance Specifications, and Activity Schedule accompanying this Bid.:

PROCUREMENT OF SERVICES FOR STREET Contract in accordance with the Conditions CLEANING REFUSE COLLECTION AND DISPOSAL WASTE IN THE TOWN OF BEAU BASSIN ROSE HILL FOR A PERIOD OF 36 MONTHS REFERENCE NO BBRH/IFB/2025/527 CPB/02/2025

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:

# Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System

Invitation for Bid No.: BBRH/IFB/2025/527

Invitation for Bid Name: 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.:159412

ő '

Company Name: Norba Nettoyage Ltee

LOT 2 POPE HENNESSY STREET HERCHENRODER STREET COLONEL MAINGARD SRTEET ROYAL ROAD BEAU BASSIN ROYAL ROAD COROMANDEL REGION	77400000
	11880000

FOLS MEM HOOSING (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 period:

14 SEPTEMBER 2025

- (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

Not Applicable 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:

N/A

# Government of Mauritius e-Procurement System

Government of Mauritius e-Procurement System

Invitation for Bid Name: 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

Company Name: Norba Nettoyage Ltee Bid No.:159412

- (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 auring the bloading process and contract execution: (1) we shall not, directly of 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 involved in the bidding process or the execution of the contract or to any third involved in the bidding process or the execution of the contract or to any third whatsomer during the tonder and the charge in exchange any advantage of any bind whatsomer during the tonder. person any material of immaterial benefit which he/she is not regarry emerted to, 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 process or during the execution of the contract. 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
  - (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 bidders.:
  - (s) We understand that you are not bound to accept the lowest evaluated bid or any executed;: other bid that you may receive; and:
  - (t) If awarded the contract, the person named below shall act as Contractor's Representative::

Name:

CANIAH JEAN NOEL

DIRECTOR

Duly authorized to digitally sign the Bid NORBA NETTOYAGE LITEE

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 Progressian Delice Office under section 25 of the Public Progressian 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 hid reliable description by the pid cubmission. 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 Biddom I/Not under the contract. Security, in accordance with the Instructions to Bidders. I/We\* understand this Bid Security Declaration shall cease to be valid (a) in case I/we am/are the successful below the security of becurring pectaration shall cease to be valid (a) in case 1/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 potification of the name of the successful property of the receipt of your potification of the name of the successful property of the receipt of your potification of the name of the successful property of the receipt of your potification of the name of the successful property of the receipt of your potification of the name of the successful property of the successful pr security issued to you by me/us; or (D) 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. severally liable.:

COMMERCIAL EVALUATION TEMPT.ATT HOT

# **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)	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				
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 [name of Member Leader of the Joint Venture].]				
1.1(p)	The Service Provider is [ insert name]				
1.4	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: rosehill@la.govmu.org				
	Service Provider:				
	Attention:				
	Telex:				
	Facsimile:				
	The Authorized Representatives are:				
	For the Employer: The Chief Executive				
	For the Service Provider:				
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.
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. 3million 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	Any work which has not been performed in accordance with the intent of the documents relating to the Contract and/or the Council's or the Officer's instructions may be ordered to be re-executed and the Contractor shall be solely liable for any cost incurred as a result.
	The Council may issue shortcoming notices for works or any scope of services other than household refuse collection whereby the contractor will have the opportunity to redress the situation on the delay specified in the notice.
	Shortcomings as may be noticed by the Client will be communicated to the service provider through its supervisor(s) who will have to redress the situation on the day specified in the notice.
	In case, there is delay in correcting any shortcoming noted, a penalty will be applied for each day until the shortcoming is corrected to the satisfaction of the Chief Health Inspector as follows:
	Non-performance arising from  1. Failure to provide the specified number of personnel (per person) on any site of work in each category
	specified as per scope of services
	3. Failure to correct any shortcoming notified for each day and for each work

	For non-collection of household refuse, penalty should be applied outright for failure to redress the situation on the next day which is as follows: For the daily rate for each day of delay in the current month shall be 2% of monthly payment.  The maximum penalty per month shall be 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 company.
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	To add:
Statutory obligation, fee and charges	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 or at Mare Chicose 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	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.

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	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:
•	
	☐ 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.
GCC 4.3	To add:
Mobilization of resources	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.
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 10 <sup>th</sup> 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	The following Price Adjustment Formula will be implemented only in the event where there is an increase in wages resulting from a change in legislation:
	Pc = Ac + Bc Lmc/Loc
	Where:
	Pc is the adjustment factor for the portion of the Contract Price payable.
	Ac and Bc are coefficients representing: Ac the non-adjustable portion; Bc the adjustable portion relative to labour costs.
	Lmc is the index prevailing at the first day of the month of the corresponding invoice date and Loc is the index prevailing 28 days before Bid opening for labour. (Source: Statistics Mauritius, statsmauritius.govmu.org)
	Ac is [ 0.4]; and Bc is [0.6]
	NOTE: The Price Adjustment Formula will be used only in the event where there is an increase in wages resulting from a change in legislation in line with Circular No.1 of 2020 issued by PPO
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.
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Notice for redress shall be issued by the Officer-in-Charge in respect of each shortcoming.