



**THE MUNICIPAL CITY COUNCIL OF PORT LOUIS**

**BIDDING DOCUMENTS**

**For**

**Procurement of Services for Street Cleaning  
Refuse Collection and Disposal including Carting Away of  
Post Cyclonic Waste for Lot 3 & 5  
Year 2019-2022**

**Open Advertised National Bidding**

**CPB Reference No: CPB/13/2019**

Issued on: **09<sup>th</sup> April 2019**

# **Notice to Bidders**

## **Government e-Procurement System**

In line with Government's plan towards a fully-fledged digital society requiring increased use of ICT in public administration, public bodies would by the end of July 2019, carry out public procurement electronically on the Government e-Procurement System (Eps). Consequently, the paper based procurement process would gradually be phased out.

The e-PS is live and a growing number of public bodies are already carrying out their procurement proceedings online.

In this respect, Bidders are advised to register at the earliest on the e-PS at the following address.

<https://eproc.publicprocurement.govmu.org>

A video for Bidders on "How to Register" can be viewed on Youtube at:

<https://www.youtube.com/watch?v=MvH-PqQRS3k>

All registered Bidders will automatically be alerted by email of all online invitation for Bids issued by any public body. For any further information, contact the Help Desk of Procurement Policy Office by the following email or phone number.

Email: [eprocdesk@govmu.org](mailto:eprocdesk@govmu.org)

Fax: +230 201 1530

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# **Part I – Bidding Procedures**

# Section I. Instructions to Bidders

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## Instructions to Bidders

### A. General

1. **Scope of Bid**
  - 1.1 The Public Body referred to herein also as the Employer, as defined in the **Bidding Data Sheet (BDS)**, invites bids through the Open Advertised Bidding Method for the Services, as described in the **BDS**. The name and identification number of the Contract is **provided in the BDS**.
  - 1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date **provided in the BDS and the SCC Clause 2.3**.
2. **Source of Fund**
  - 2.1 The procurement of this service shall be financed from the Public Body's own budgetary allocation.
3. **Public Entities Related to Bidding Documents and to Challenge and Appeal**
  - 3.1 The public entities related to these bidding documents are the Public Body, acting as procurement entity (Employer), the Procurement Policy Office, in charge of issuing standard bidding documents and responsible for any amendment these may require, the Central Procurement Board in charge of vetting bidding documents, receiving and evaluating bids in respect of major contracts and the Independent Review Panel, set up under the Public Procurement Act 2006 (hereinafter referred to as the Act).
  - 3.2 Unsatisfied bidders shall follow procedures prescribed in Regulations 48, 49 and 50 of the Public Procurement Regulations 2008 to challenge procurement proceedings and award of procurement contracts or to file application for review at the Independent Review Panel.
  - 3.3 Challenges and Applications for Review shall be forwarded to the addresses indicated **in the BDS**;
4. **Corrupt or Fraudulent Practices**
  - 4.1 It is the policy of the Government of the Republic of Mauritius to require Public Bodies, as well as bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers, observe the highest standard of ethics during the procurement and execution of contracts. <sup>1</sup>In pursuance of this policy, the Government of the Republic of Mauritius:
    - (a) defines, for the purposes of this provision, the terms set

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<sup>1</sup>In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, sub-consultants, sub-contractors, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.

forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>2</sup>;
- (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>3</sup>
- (iii) “collusive practice” is an arrangement between two or more parties<sup>4</sup> designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party<sup>5</sup> or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Employer’s investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Employer’s inspection and audit rights provided for under sub-clause 4.2 below.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or

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<sup>2</sup> “Another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Employer’s staff and employees of other organizations taking or reviewing procurement decisions.

<sup>3</sup> “Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>4</sup> “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>5</sup> “Party” refers to a participant in the procurement process or contract execution.



obstructive practices in competing for the contract in question; and

- (c) will sanction a firm or an individual, at any time, in accordance with prevailing legislations, including by publicly declaring such firm or individual ineligible, for a stated period of time: (i) to be awarded a public contract; and (ii) to be a nominated<sup>b</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a public contract.

4.2 In further pursuance of this policy Bidders shall:

- (a) permit the Employer to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the Employer; and

- (b) be aware of section 2.6.1 of the General Conditions of Contract.

4.3 Bidders, suppliers and public officials shall also be aware of the provisions stated in sections 51 and 52 of the Public Procurement Act which can be consulted on the website of the Procurement Policy Office (PPO) [ppo.govmu.org](http://ppo.govmu.org).

4.4 The Employer commits itself to take all measures necessary to prevent fraud and corruption and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the bid for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to. If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of Mauritius or if there be a substantive suspicion in this regard, he will inform the relevant authority(ies) and in addition can initiate disciplinary actions. Furthermore, such bid shall be rejected.

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<sup>b</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which either has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that are accounted for in the evaluation of the bidder's pre-qualification application or the bid; or (ii) appointed by the Employer.

**5. Eligible Bidders**

5.1 A Bidder may be a natural person, private entity, government-owned entity—subject to ITB 5.4—or any combination of such entities in the form of a joint venture or association (JVA) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture or association:

(d) **unless otherwise specified in the BDS**, all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and

(b) the JVA shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JVA during the bidding process and, in the event the JVA is awarded the Contract, during contract execution.

5.2 All bidders shall provide in Section IV, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract.

5.3 A Bidder that is under a declaration of ineligibility by the Government of Mauritius in accordance with applicable laws at the date of the deadline for bid submission or thereafter, shall be disqualified.

Links for checking the ineligibility lists are available on the PPO's website: *ppo.govmu.org*

5.4 Government-owned enterprises in the Republic of Mauritius shall be eligible only if they can establish that they:

(i) are legally and financially autonomous;

(ii) operate under commercial law, and

(iii) are not dependent agencies of the Employer.

5.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

5.6 Only Service Providers registered at the Ministry of Local Government and Outer Islands as contractors for collection and carting away of solid waste shall be eligible for this contract.

**6. Qualification of the Bidder**

- 6.1 All bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 6.2 If, after opening of bids, where prequalification has not been undertaken, it is found that any of the document listed in ITB sub-clause 6.3 and 6.4 is missing, the Employer may request the submission of that document subject to the bid being substantially responsive as per ITB clause 27. The non-submission of the document by the Bidder within a prescribed period may lead to the rejection of its bid.
- 6.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, unless otherwise **stated in the BDS**:
- (a) copies of original documents defining the constitution or legal status, place of registration, principal place of business and evidence for the signatory of the bid to commit the Bidder, **as specified in the BDS**;
  - (b) total monetary value of collection and disposal of solid waste services performed for each of the last three years or the number of years the company has been in existence or providing this service, if less than three, in the format **indicated in BDS**;
  - (c) experience in respect to collection and carting away of solid waste for each of the last three years or for the number of years it has provided the service, if less than three with details of services under way or contractually committed and clients' contact details for further information on those contracts;
  - (d) list of major items of equipment proposed to carry out the Contract in the **format stated in the BDS**;
  - (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
  - (f) reports on the financial standing of the Bidder, such as financial Statements certified by a qualified accountant, profit and loss statements and auditor's reports, as applicable for the past three years or the number of years the company has been in existence, if less than three;
  - (g) evidence of adequacy of cash-flow for this Contract (access to line(s) of credit and availability of other financial resources) in the **format stated in the BDS**;

- (h) information regarding any litigation, current or during the last three years, in which the Bidder is involved, the parties concerned, and disputed amount; and
  - (i) proposals for subcontracting components of the Services amounting to more than 20 percent of the Contract Price.
  - (j) Copy of Registration with the Ministry of Local Government and Outer Islands as Contractor for collection and carting away of solid waste.
- 6.4 Bids submitted by a joint venture of two or more firms, **individually registered as contractors as per ITB sub-clause 5.6**, as partners shall comply with the following requirements, unless otherwise stated in the **BDS**:
- (a) the Bid shall include all the information listed in ITB Sub-Clause 6.3 above for each joint venture partner;
  - (b) the Bid shall be signed so as to be legally binding on all partners;
  - (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;
  - (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
  - (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 6.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria unless otherwise stated in the BDS:
- (a) a minimum average annual financial amount of cleaning services in respect of collection and carting away of solid waste over the last three years or the number of years the company has been in existence if less than three, representing at least the percentage, **as specified in the**

**BDS**, of the annual contract amount for the lot(s) for which the bidder is selected for award of contract.

- (b) experience as prime contractor or sub-contractor in the provision of services for collection and disposal of solid waste of at least one year;
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment in the **format stated in the BDS**;
- (d) supervisory personnel with two years' experience in services of collection and disposal of solid waste as required for each lot; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments as per the amount **stated for each lot in the BDS** in respect of the lots for which the bidder is selected for award of contract.
- (f) an undertaking from the bidder that the salaries and wages to be paid to its personnel in respect of this bid are compliant with the relevant Laws, Remuneration Order and Award where applicable and that it will abide to the sub-clause 6.8 of the General Conditions of Contract, if it is awarded the contract.
- (g) duly registered with the Ministry of Local Government and Outer Islands to provide the service for collection of waste and disposal.

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

- 6.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB sub-clause 6.5 (a), and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS**.

- 7. Conflict of Interest** 7.1 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- a) they have a controlling partner in common; or
  - b) they receive or have received any direct or indirect subsidy from any of them; or
  - c) they have the same legal representative for purposes of this bid; or
  - d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
  - e) a bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
  - f) a bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.
- 8. Cost of Bidding** 8.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.
- 8.2 The price that the Public Body may charge for bidding documents, if one is charged, shall reflect only the cost of printing them and providing them to participants in the proceedings.

- 9. Site Visit/Pre-bid Meeting**
- 9.1 (a) The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.
- (b) A pre-bid meeting shall be held if so indicated **in the BDS** to allow bidders to obtain clarifications on the bidding documents. Any information given in the course of the meeting that may have an incidence in the preparation of the bids shall be issued by the Public Body as addendum after the meeting, as per ITB 12.2, to form part of the Bidding Documents.

## **B. Bidding Documents**

- 10. Content of Bidding Documents**
- 10.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 12:
- |              |   |
|--------------|---|
| Section I    | Instructions to Bidders                         |
| Section II   | Bidding Data Sheet                              |
| Section III  | Qualification and Evaluation Criteria           |
| Section IV   | Bidding Forms                                   |
| Section V    | Activity Schedule                               |
| Section VI   | Scope of Service and Performance Specifications |
| Section VII  | General Conditions of Contract                  |
| Section VIII | Special Conditions of Contract                  |
| Section IX   | Contract Forms                                  |
- 10.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III and IV should be completed and returned with the Bid in the number of copies specified in the **BDS**.
- 11. Clarification of Bidding Documents**
- 11.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by facsimile at the Employer's address indicated in the Invitation for Bid. The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for

submission of bids and by the date indicated in **the BDS**. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

- 12. Amendment of Bidding Documents**
- 12.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 12.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.
- 12.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 22.2 below.

### **C. Preparation of Bids**

- 13. Language of Bid**
- 13.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 13.2 Notwithstanding the above, documents in French submitted with the bid may be accepted without translation.
- 14. Documents Comprising the Bid**
- 14.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The Form of Bid (in the format indicated in Section IV);
  - (b) Bid Security or Bid Securing declaration (where applicable);
  - (c) Qualification Information Form and Documents;
  - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
  - (e) Table 1- Annual monetary value of services;
  - (f) Table 2- List of vehicles to be mobilized by Bidder;



- (g) Table 3- List of personnel to be mobilized by Bidder;
- (h) Table 4- Bidder's Work Load;
- (i) Priced Activity schedule.

and any other materials required to be completed and submitted by bidders, as **specified in the BDS**.

## 15. Technical Proposal

- 15.1 The Bidder shall prepare and submit a brief presentation of its managerial capacity to handle certain aspects of this contract, if awarded, so as to enable its proposal to be properly assessed as per the marking system referred to in ITB sub-clause 30.6.

Unless otherwise **stated in the Bid Data Sheet**, Bidders shall submit

- (a) a company profile stating its general experience and any specific experience that will be beneficial in its performance of this contract to the satisfaction of the Employer. This has to be substantiated with references from clients;
- (b) An organizational chart or structure that it intends to put in place so as to organize works on a daily basis, supervisory arrangements to ensure timely completion of works with quality control and communication facilities to enable the Employer's representative to maintain an efficient follow-up of works; and
- (c) the resources that it may have recourse to in terms of unforeseen contingencies due to festivities or other similar functions, post cyclone cleaning and disposal, personnel absences, vehicles breakdowns and the manner it proposes to organize itself in case the Employer decides to have separate collections as transportation of same to incineration or compost plants.

## 16. Bid Prices

- 16.1 Bidders may quote for as many lots as they wish as listed in the Activity Schedule if bids are invited on a lot basis **as specified in the BDS**.
- 16.2 All lots and items must be priced separately in the Activity schedules.
- 16.3 The price to be quoted in the Bid Submission Form shall be the total price of the lots for which the Bidder has shown interest, excluding any discount offered.
- 16.4 The Bidder shall quote any unconditional discount and indicate the method for their application in the Bid Submission Form.
- 16.5 The Contract shall be for the services as described in Appendix A

to the Contract, and in Section VI – Scope of Service and Performance Specifications, based on the Priced Activity Schedule submitted by the successful bidder”.

- 16.6 The Bidder shall fill in rates and prices for all items of the Services described in Section VI- Scope of Service and Performance Specifications and listed in Section V - Activity Schedule. **Bidders are advised that non-filling of the rate and price for any one of the items for a particular lot shall render the bid for that lot non-responsive.**
- 16.7 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.
- 16.8 If **provided for in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of sub-clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 16.9 For the purpose of determining the remuneration due for additional Services, a breakdown of the daily rates for resources deployed shall be submitted as per the format in the Activity Schedule.

**17. Currencies of Bid**

- 17.1 The prices shall be quoted in Mauritian Rupees.

**18. Bid Validity**

- 18.1 Bids shall remain valid for the period **specified in the BDS**. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 18.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by facsimile. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security/Bid Securing Declaration for the period of the extension, and in compliance with ITB Clause 19 in all respects.
- 18.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable to the Bidder selected for award, shall be increased by applying to the

payments, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

## **19. Bid Security**

- 19.1 The Bidder shall furnish, as part of the Bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.
- 19.2 The Bid-Securing Declaration shall be in the form of a signed subscription in the Bid Submission Form.
- 19.3 The Bid Security shall be in the amount **specified in the BDS** in Mauritian Rupees, and shall:
- (a) be issued by any commercial bank operating in Mauritius selected by the Bidder
  - (b) be substantially in accordance with the form of Bid Security included in Section IV, Bidding Forms;
  - (c) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 19.6 are invoked;
  - (d) be submitted in its original form; copies will not be accepted;
  - (e) remain valid for a period of 30 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB sub-clause 18.2;
- 19.4 If a Bid Security is required in accordance with ITB sub-clause 19.1, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB sub-clause 19.1, shall be rejected by the Employer as non-responsive.
- 19.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 34.
- 19.6 The Bid Security shall be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB sub-clause 18.2; or
  - (b) if a bidder refuses to accept a correction of an error appearing on the face of the Bid; or
  - (c) if the successful Bidder fails to:

- (i) sign the Contract in accordance with ITB clause 34; or
- (ii) furnish a Performance Security in accordance with ITB clause 35.

19.7 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.

19.8 If a bid security is **not required in the BDS**, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB sub-clause 18.2, or
- (b) if a bidder refuses to accept a correction of an error appearing on the face of the Bid; or
- (c) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB clause 34; or
  - (ii) furnish a Performance Security in accordance with ITB clause 35;

the Bidder may be disqualified to be awarded a public contract in the Republic of Mauritius for a period of time to be determined by the PPO.

## 20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB clause 14 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.

20.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to sub-clauses 6.3(a) or 6.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialled by the person or persons signing the Bid.

20.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons

signing the Bid.

20.4 A bid submitted by a JVA shall comply with the following requirements:

- (a) unless not required in accordance with ITB 5.1 (a), be signed so as to be legally binding on all partners, and
- (b) include the representatives' authorization referred to in ITB 14.1 (d), consisting of a power of attorney signed by those legally authorized to sign on behalf of the JVA

#### **D. Submission of Bids**

##### **21. Sealing and Marking of Bids**

21.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES".

21.2 The inner and outer envelopes shall

- (a) be addressed to the Employer at the address **provided in the BDS;**
- (b) bear the name and identification number of the Contract as **defined in the BDS** and Special Conditions of Contract; and
- (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS.**

21.3 In addition to the identification required in ITB sub-clause 21.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB clause 23.

21.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

##### **22. Deadline for Submission of Bids**

22.1 Bids shall be delivered to the Employer at the address specified above not later than the time and date **specified in the BDS.**

22.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 12, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

##### **23. Late Bids**

23.1 Any Bid received by the Employer after the deadline prescribed in ITB clause 22 will be returned unopened to the Bidder.

- 24. Modification and Withdrawal of Bids**
- 24.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 22.
  - 24.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB clauses 20 and 21, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.
  - 24.3 No Bid may be modified after the deadline for submission of Bids.
  - 24.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB sub-clause 18.2 shall result in the forfeiture of the Bid Security or execution of the Bid Securing Declaration pursuant to ITB clause 19.
  - 24.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

### **E. Bid Opening and Evaluation**

- 25. Bid Opening**
- 25.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 25, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS.**
  - 25.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB clause 24 shall not be opened.
  - 25.3 The Bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security/subscription to Bid Securing Declaration, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB clause 23; Bids, and modifications, sent pursuant to ITB clause 24 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.

25.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts and alternative offers; and the presence or absence of a bid security/subscription to Bid Securing declaration as applicable, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

**26. Process to Be Confidential**

26.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

26.2 If, after finalization of contract with the selected bidder, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

**27. Clarification of Bids**

27.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing via e-mail or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB clause 29.

27.2 Subject to ITB sub-clause 27.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

27.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

- 28. Examination of Bids and Determination of Responsiveness**
- 28.1 Prior to the detailed evaluation of bids, the Employer will determine whether each bid (a) meets the eligibility criteria defined in ITB Clause 5; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.
- 28.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 28.3 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 29. Correction of Errors**
- 29.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.
- 29.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security shall be forfeited or the Bid Securing Declaration exercised and in accordance with ITB Sub-Clause 19.6(b).



**30. Evaluation and Comparison of Bids**

- 30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 28.
- 30.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:
- (a) making any correction for errors pursuant to ITB Clause 29;
  - (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section V, but including Day work, **when requested in the Specifications (or Terms of Reference)** Section VI;
  - (c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB sub-clause 24.5.
- 30.3 The Employer reserves the right to accept or reject any variation or deviation. Variations and deviations offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.
- 30.4 The estimated effect of any price adjustment conditions under sub-clause 6.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.
- 30.5 This contract shall be evaluated on a “slice and Package” basis by comparing the prices per lot, **unless otherwise stated in ITB 16.1.**
- 30.6 After clarifications, corrections and adjustments all substantially responsive bids shall be compared through a marking system in respect of their technical and commercial merits as defined in Section III Qualification and Evaluation Criteria.

The markings shall be allocated on the basis of a maximum of 30 marks for the Technical Evaluation and 70 marks for the Financial Evaluation.

**31. Margin of Preference**

- 31.1 Margin of Preference is not applicable.

## F. Award of Contract

### **32. Award Criteria**

32.1 Subject to ITB clause 33, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and the marks scored as per ITB clause 30.6, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB clause 5, and (b) qualified in accordance with the provisions of ITB Clause 6.

32.2 Pursuant to ITB Sub-Clauses 16.1 and 30.5 this contract is being let on a “slice and package” basis as per lot(s), the lowest evaluated Bid Price for award of contracts for all lots will be determined when evaluating the contract in conjunction with all lots to be awarded concurrently, taking into account the price for each lot and any discounts offered by the bidders for the award of contract for more than one lot.

### **33. Employer’s Right to Accept any Bid and to Reject any or all Bids**

33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders.

### **34. Notification of Award and Signing of Agreement**

34.1 Prior to the expiration of the period of bid validity, the Employer shall, for contract amount above the prescribed threshold, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to Challenge and Appeal the Employer shall notify the selected Bidder, in writing, by a Letter of Acceptance for award of contract. The Letter of Acceptance shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”) and the requirement for the Contractor to remedy any defects therein as prescribed by the Contract. Within seven days from the issue of Letter of Acceptance, the Employer shall publish on the Public Procurement Portal ([publicprocurement.govmu.org](http://publicprocurement.govmu.org)) and the Employer’s website, the results of the Bidding Process identifying the bid and lot numbers and the following information:

- (i) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded; and

(ii) an executive summary of the Bid Evaluation Report.

34.2 Until a formal contract is prepared and executed, the issue of the Letter of Acceptance shall constitute a binding Contract.

34.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance. Within 21 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 34.

### **35. Performance Security**

35.1 . Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form of a Bank Guarantee **stipulated in the BDS**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.

35.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued by a commercial bank located in the Republic of Mauritius.

35.3 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security or enforcement of the Bid Securing declaration, whichever is applicable.

### **36. Debriefing**

36.1 The Employer shall promptly attend to all requests for debriefing for the contract, made in writing, and within 30 days from the date of the publication of award or date the unsuccessful bidders are informed about the award, whichever is the case, by following regulation 9 of the Public Procurement Regulation 2008 as amended.

## Section II. Bidding Data Sheet

<b>A. General</b>	
<b>ITB 1.1</b>	<p>The Employer is <b>The Municipal City Council of Port Louis</b> also referred herein as “<b>Council</b>” and “<b>Public Body</b>”.</p> <p>The name of the Procurement is <b>Procurement of Services for Street Cleaning, Refuse Collection and Disposal, including carting away of post- cyclonic waste. in the District Areas of the Municipal City Council of Port Louis for a period of thirty-six (36) months from the intended commencement date.</b></p> <p><b>Bidding Process: Open Advertised National Bidding</b></p> <p><b>Procurement Identification No: CPB Reference No: CPB/13/2019</b></p> <p><b><u>Description of Services:</u></b></p> <p>The services are street cleaning, refuse collection and disposal including removal of refuse along streets, drains, public places, sweeping and brushing of streets, collecting household refuse, commercial and industrial waste, post cyclonic waste for :</p> <ol style="list-style-type: none"> <li>a. Lot 3: Pointe aux Sables (including Camp Benoit)</li> <li>b. Lot 5: Pailles (Soreze and Montebello)</li> </ol> <p><b>Bids are opened to Local Service Providers registered with the Ministry of Local Government and Outer Islands as scavenging contractors.</b></p>
<b>ITB 1.2</b>	<p><b>The Contract will be for an initial period of 12 months from the intended commencement date. If not terminated earlier as per clause 2.6.1 of the General Conditions of Contract, the contract is 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 and on the same terms and conditions. The Council reserves the right not to renew the contract after the initial period of one year.</b></p>

<b>ITB 3.3</b>	<p>(a) Any challenge shall be addressed to:</p> <p style="text-align: center;"><b>The Chief Executive The Municipal City Council of Port Louis 2<sup>nd</sup> Floor, City Hall Port Louis Tel: 211 5074 Fax: 213 6746</b></p>
	<p>(b) Application for Review shall be addressed to:</p> <p style="text-align: center;"><b>The Chairperson Independent Review Panel, 9<sup>th</sup> Floor, Wing B Emmanuel Anquetil Building Pope Hennessy Street Port Louis Tel : +230 2013921 Fax : + 230 201-3920</b></p>
<b>ITB 6.2</b>	Pre-Qualification has not been undertaken
<b>ITB 6.3(a)</b>	<p>This authorization shall consist of written confirmation and shall be attached to the bid. It may include a delegation of power by resolution of the Board of a company or from the CEO, himself holding power from the Board or through a Power of Attorney.</p> <p>The name and position held by each person signing the authorization must be typed or printed below the signature.</p> <p style="text-align: center;">In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 5.1, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.</p> <p style="text-align: center;"><i>Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose.</i></p>
<b>ITB 6.3(b)</b>	Bidders have to submit their total monetary value of services for the last three years as applicable by filling in the Form provided in Section IV as per Table 1.
<b>ITB 6.3(d)</b>	Bidders have to submit their list of major items of equipment and tools they propose to mobilize for part or whole of the services required in this contract by filling the Form provided in Section IV as Table 2.

<b>ITB 6.3(f)</b>	<p>Reports on the Financial Standing of the Bidder should be as follows:</p> <p>(i) Audited Account/Financial Statements, including Notes to Accounts, as filed at the Registrar of Companies;</p> <p><b>or where the above is not applicable;</b></p> <p>(ii) Accounts/Financial Statements, including Notes to Accounts, certified by a Qualified Accountant registered at Mauritius Institute of Professional Accountant (MIPA).</p> <p>For the past three years, or the number of years the company has been in existence, if less than three. In addition, Bidders are required to submit selected data from the Audited Account/Financial Statements, as per Key Financial Form available at Section IV, Bidding Forms.</p>						
<b>ITB 6.3(g)</b>	<p>Bidders have to submit evidence of their credit facility net of other contractual commitments for an amount representing the total amount for the lots as set out in the Scope of Service and Performance Specifications for which they have shown interest and consider that they would qualify for award of contract as per ITB Clause 6.5.</p> <p><b>Note: Bidders should submit documentary evidence mentioning the name of the project and its reference. Non submission of the supporting documents may lead to the rejection of the bid.</b></p> <p><b>Documentary evidence may comprise but not limited to:</b></p> <ol style="list-style-type: none"> <li><b>1. Bank Certificate</b></li> <li><b>2. Certificate form Auditors</b></li> <li><b>3. Certificate from a Professional Registered Accountant</b></li> </ol> <table data-bbox="527 1249 1198 1375" style="margin-left: 40px;"> <thead> <tr> <th style="text-align: left;">Lot</th> <th style="text-align: left;">Credit Facilities/Liquid Assets (Rs)</th> </tr> </thead> <tbody> <tr> <td>Lot 3</td> <td>3,500,000</td> </tr> <tr> <td>Lot 5</td> <td>4,000,000</td> </tr> </tbody> </table>	Lot	Credit Facilities/Liquid Assets (Rs)	Lot 3	3,500,000	Lot 5	4,000,000
Lot	Credit Facilities/Liquid Assets (Rs)						
Lot 3	3,500,000						
Lot 5	4,000,000						
<b>ITB 6.5(a)</b>	<p>The minimum required annual Financial Amount of Services for the successful Bidder shall be at least <b>60%</b> of the annual contract amount excluding VAT for the lot to be allocated to him. Services to be in respect of collection and carting away of solid waste</p>						
<b>ITB 6.5(b)</b>	<p>The experience required of the Bidder should be at least <b>one year</b> in collection and carting away of solid waste.</p> <p>Evidence to be substantiated through Letter of Awards for past projects to tally with information submitted in Table at Section 1.2 of the Qualification Information at page 42 of the Bidding Document.</p>						
<b>ITB 6.5(c)</b>	<p>The essential equipment to be made available for the Contract by the successful Bidder shall be at least as indicated in Section VI at Table 1.</p>						

<b>ITB 6.5(e)</b>	The successful bidder should have secured a credit facility or liquid asset net of other contractual commitments for at least the amount as indicated for the lot in Section VI to be qualified for award of contract. Rs 3.5M for Lot 3 Rs 4.0M for Lot 5
<b>ITB 6.5(g)</b>	The Contractor should be registered as a Scavenging Contractor with the Ministry of Local Government and Outer Islands as per regulation made under Section 156 A (3) of the Local Government Act.  (Evidence for registration of Scavenging Contractor to be submitted)
<b>B. Bidding Data</b>	
<b>ITB 10.2 and 20.1</b>	In addition to the original of the bid, the number of copies of the bid is 2 (two). The copies should be identical to the original.  In the event of any discrepancy between the original and the copies, the original shall prevail.
<b>ITB 11.1</b>	The local Authority's address for clarification is:  <b>The Chief Executive City Council of Port Louis 2<sup>nd</sup> Floor, City Hall Port Louis Tel: 211 5074 Fax: 213 6746  Email: mpl.ce@intnet.mu</b>  <b>Request for clarification should be received by the Council not later than fourteen (14) days prior to the deadline for submission of Bids. The Council will respond to all queries at latest seven (7) days prior to the closing date of the Bids.</b>
<b>C. Preparation of Bids</b>	
<b>ITB 14.1</b>	The additional materials required to be completed and submitted are:  (i) <b>List of vehicles which are currently being used for organizing works in other Local Authorities and organisations with details including registration number and insurance cover of the vehicles to be deployed.</b>  (ii) <b>List of vehicles, equipment, logistics and personnel to be deployed for each lot and Region(s) annexed.</b>  (iii) <b>List of ongoing contractors and vehicles used for the contracts.</b>

	<p>(iv) <b>Proposed arrangements for mobilizing additional logistics like mechanical loader, backhoe loader, high pressure drain cleaner and roll on roll off bins/trailers, blowers, crowbars, spraying apparatus, Excavator JCB.</b></p> <p><b>Bidder shall undertake to supply:</b></p> <ul style="list-style-type: none"> <li><b>i. Telescopic saw</b></li> <li><b>ii. Brush cutters</b></li> <li><b>iii. Blowers</b></li> <li><b>iv. Crowbars</b></li> <li><b>v. Spraying apparatus</b></li> <li><b>vi. Back Hoe Loader /Excavator,</b></li> </ul> <p><b>And/or any other appropriate equipment as may be needed and used within the period of the contract.</b></p>
<b>ITB 16.1</b>	The bids will be evaluated and the contract shall be allocated to one Service Provider based on the lowest evaluated substantially responsive bid.
<b>ITB 18.1</b>	Bids shall be valid for ninety ( <b>90</b> ) days from the deadline for Bid submission or up to <b>11<sup>th</sup> August 2019</b> whichever is later.
<b>ITB 19.1</b>	<b>No bid security is required.</b> However, bidders shall subscribe to a Bid Securing Declaration by signing the Bid Submission Form containing the provision thereto and included in Section IV – Bidding Forms
<b>D. Submission of Bids</b>	
<b>ITB 21.2</b>	<p>The Employer's address for the purpose of Bid submission is:</p> <p><b>The Chief Executive Central Procurement Board 1<sup>st</sup> Floor Social Security House Julius Nyerere Avenue Rose Hill</b></p> <p>For identification of the bid the envelopes should indicate:</p> <p>Contract: <b>Procurement of Services for Street Cleaning, Refuse Collection and Disposal, including carting away of Post Cyclonic Waste for Lot 3 &amp; 5</b></p> <p>Bid / Contract Number: <b>Procurement Reference Number CPB/13/2019</b></p> <p><b>DO NOT OPEN BEFORE 14.00 hrs local time on Tuesday 14<sup>th</sup> May 2019</b></p>
<b>ITB 22.1</b>	The deadline for submission of bids shall be <b>Tuesday 14<sup>th</sup> May 2019 up to 13.30 hours (local time) at latest.</b>



<b>E. Bid Opening and Evaluation</b>	
<b>ITB 25.1</b>	<p>Bids will be opened at the following address in presence of bidders/bidders' representatives:</p> <p><b>The Conference Room Central Procurement Board 1<sup>st</sup>Floor Social Security House Julius Nyerere Avenue Rose Hill</b></p> <p><b>Date: Tuesday 14<sup>th</sup> May 2019</b></p> <p><b>Time: As from 14.00 hours (Local Time)</b></p>
<b>ITB 32.3</b>	<ol style="list-style-type: none"> <li>1. In line with Government Decision, The Municipal City Council of Port Louis shall, prior to award request the lowest substantially responsive bidder to submit a 'Tax Clearance Certificate' from the MRA within a period of one week, confirming that the bidder has filed its tax returns and paid tax due.</li> <li>2. In case the successful bidder does not submit the 'Tax Clearance Certificate', The Municipal City Council of Port Louis may consider the next lowest substantially responsive bidder to equally comply with paragraph 1 above.</li> <li>3. It is brought to the attention of the bidders that MRA has put in place a system for responsive bidders, on receipt of a letter from a Public Body requesting for a Tax Clearance Certificate, to apply for same electronically on MRA website <a href="http://www.mra.mu">www.mra.mu</a>. The bidder is requested to use the reference of the letter issued by the Public Body to access the system.</li> </ol>
<b>F. Award of Contract</b>	
<b>ITB 35.1</b>	<p>The Performance Security shall be <b>10 percent of the annual Contract Price</b> and shall remain valid for a period of 28 days after the expiry date of the contract. In the event the contract is renewed, this security shall be renewed for each contract period and shall remain <b><u>valid for a period of 28 days</u></b> after the expiry date of the renewed contract.</p>

## **Section III. Qualification and Evaluation Criteria**

### **Comparison of Technical and Financial Proposals**

Bids found to be substantially responsive as per A and B hereunder shall be subject to an evaluation on a marking system of 30 marks for the Technical Proposal and 70 marks for the Financial Proposal as per criteria and sub-marking listed hereunder.

#### **A. Eligibility, Qualification and Experience**

Bidders shall be assessed with respect to Eligibility, Qualifications, Experience, Conflict of Interest, Debarment/Disqualification and Past Litigation.

#### **B. Logistics and Human Resources**

Bidders shall be further assessed with respect to their available logistics and human resources as well as the arrangements they have proposed to make for additional logistics. Where bidders have made proposals for mobilizing additional resources in case the contract is awarded the proposals should be supported with written evidence.

#### **C. Technical and Financial markings**

Bids that are substantially responsive shall be subject to evaluation as per a marking system in respect of the Technical and Financial proposals so as to determine the best evaluated bid for the lot.

	<b>Technical assessment (max. 30 marks)</b>	<b>Max. marks</b>
	<i>Company profile and experience</i>	
1	Profile and insight of general activities to the extent beneficial in providing this type of services a)0 mark - Poor/Irrelevant b)3 marks - Satisfactory c)4 marks - Good d)5 marks - Excellent	5
2	Employer References: _____ : (a) 8 marks: Satisfactory service of same nature from two clients for the last three years. (b) 5 marks: satisfactory service of related services from two clients for the last three years. (c) No marks for early termination of contract in respect of similar or related service from any client during the last three years.	8
	<i>Site Management and Organization:</i>	
3	Proposal made in terms of site organization, quality control, communication with the Employer's representative for daily and periodic follow-up: a)0 mark - Poor b)6 marks - Satisfactory c)7 marks - Good d)8 marks - Excellent	8
4	Organisational structure at supervisory and arrangements to handle contractual obligations with Employer's representatives: a)0 mark - Poor b)2.4 marks - Satisfactory c)3.2 marks - Good d) 4 marks - Excellent	4
	<i>Strategy to cater with contingencies</i>	
5	Mobilization of additional vehicles and labour force when so required in respect of contingencies and for post-cyclone Cleaning and Disposal- Satisfactory proposal: a)0 mark - Poor b)3 marks - Satisfactory c)4 marks - Good d) 5 marks - Excellent	5
	<b>Sub-total</b>	<b>30</b>
	<b>Financial Assessment (maximum 70 marks)</b>	
6	The lowest financial proposal scores 70 marks for the daily and regular cleaning; the others prorated as a ratio of the financial proposal of the lowest proposal.	<b>70</b>
	<b>Sub-total</b>	<b>70</b>
	<b>Grand-total</b>	<b>100</b>

***Bidders should score at least 18 marks out of a maximum of 30 for their Technical assessment in order to qualify for further evaluation. Bidders not scoring the minimum score of 18 marks shall be disqualified for this contract***

### **1. Financial Evaluation**

The prices shall be compared as per a prorated marking system. The lowest financial proposal ( $F_m$ ) will be given the maximum mark ( $S_m$ ) allocated for that component and the marks for others for that component shall be computed as follows:

$$S = S_m \times F_m / F$$

where F is the price of the proposal for that component under consideration.

*(Example: if the price quoted by the lowest bidder is Rs. 500 000 and the maximum marks allocated for the Financial Proposal for that component is 70 marks, the lowest bidder gets 70 marks and a bidder having quoted Rs. 700 000 gets  $(Rs500\ 000 / Rs700\ 000) \times 70$ , that is, 50 marks and so on and so forth for the other bidders).*

### **2. Bids Ranking**

The score obtained in Technical and Financial assessment for the lot shall be lumped for comparison of bids.

### **3. Lowest Evaluated Bid**

The lowest evaluated bid shall be the one with the highest combined score (technical and financial) in respect of each lot.

## **Section IV. Bidding Forms**

### **Table of Forms**

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## Bid Submission Form

Date: \_\_\_\_\_  
 Bidder's Reference No.: \_\_\_\_\_  
 Procurement Reference No: **CPB/13/2019**

To: The Chief Executive,  
 The Municipal City Council of Port Louis  
 2<sup>nd</sup> Floor, City Hall  
 Port Louis.  
 Tel: 2115074, Fax: 2136746

**Procurement of Street Cleaning, Refuse collection and Disposal, including carting away of Post Cyclonic Waste for a period of 36 months.**

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 **Procurement Reference No. CPB/13/2019** for **Street Cleaning, Refuse Collection and Disposal, including carting away of Post Cyclonic Waste for a period of 36 months.**

In accordance with the Conditions of Contract, Special Conditions of Contract, Scope of Service and Performance Specifications, and Activity Schedule accompanying this Bid.

- (c) The total quoted price per lot **exclusive of VAT** after discounts offered in item (d) below (*brought forward from the Activity Schedule*) for a 36 months contract renewable on a yearly basis as from year one after satisfactory performance is as follows:

(d)

Description of lot	Amount (excluding VAT) for 36 months (Rs)
<b>Lot 3:</b> Pointe aux Sables (including Camp Benoit)	
<b>Lot 5:</b> Pailles (Soreze and Montebello)	

**(e) The discounts offered and the methodology for their application are;**

Lot No.	Amount (Rs)
3	
5	

- (f) Our bid shall be valid for a period of **90 days** from the deadline fixed for the bid submission or up to **11<sup>th</sup> August 2019** whichever is later, 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 hereby confirm that we have read and understood the content of the Bid Securing Declaration attached herewith and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.
- (l) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 5.4;<sup>6</sup>
- (l) 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 below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "none")		

---

<sup>6</sup>*Use one of the two options as appropriate.*

- (m) 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.

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

Name: .....

In the capacity of: .....

Signed: .....

Duly authorized to sign the Bid for and on behalf of: .....

Date: .....

Seal of Company .....



Appendix to Bid Submission Form

## **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 Municipal City Council of Port Louis** 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.

## Qualification Information

**1. Individual Bidders or Individual Members of Joint Ventures**

- 1.1 Constitution or legal status of Bidder: *[attach copy]*
- Place of registration: *[insert]*
- Principal place of business: *[insert]*
- Power of attorney or other acceptable document of signatory of Bid: *[attach]*
- 1.2 Services performed as prime Service Provider/ sub-contractor on the provision of Services of a similar nature or collection and disposal of solid waste. The values should be indicated in the Mauritian Rupees. Also list details of work under way or committed, including expected completion date.

Name of employer and contact person	Type of Services provided and year of completion	Value of contract

- 1.3 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB Sub-Clause 6.5(d)

Position	Name	Years of experience (general)	Years of experience in proposed position
a			
b			

- 1.4 Proposed subcontracts and firms involved. Refer to ITB Clause 6.3 (i)

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

- 1.5 Financial reports as filed at the Registrar of companies for the last three years or for the number of years if in existence or providing such services if less than three: Financial statements, balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

- 1.6 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB Clause 5.
- 1.7 Name, address, and telephone and facsimile numbers of banks that may provide references if contacted by the Employer.
- 1.8 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

- 2. Joint Ventures**
- 2.1 The information listed in 1.1 - 1.8 above shall be provided for each partner of the joint venture.
- 2.2 Attach the power of attorney or other acceptable document of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
- 2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that
- (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
  - (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 3. Additional Requirements**
- 3.1 Bidders should provide any additional information required in the BDS and to fulfil the requirements of ITB Sub-Clause 6.1, if applicable.

### Table 1- Annual Monetary value of services

Bidders have to fill in details of their annual monetary value of services {as required by ITB Clause 6.3 (b)} and submit the Form along with their bid.

Year	Project Description (scavenging services)	Client	Date Awarded	Duration (month)	Value of Services	Remarks, if any
2016						
	<b>TOTAL</b>					
2017						
	<b>TOTAL</b>					
2018						
	<b>TOTAL</b>					

Documents to be annexed.

Signature/s: .....

Full name of signatory/ies: .....

**Table 2 - List of Vehicles to be mobilized by the Bidder**

**(a) VEHICLES TO BE DEPLOYED BY BIDDER**

Descripti on (Type, model)	Registration Number	Year of Registration	Waste Carrier License ( if available) <sup>1</sup>	Capacity/ Tons and Volumetric capacity <sup>2</sup>	Owned (O) or Lease(L) <sup>3</sup>	Actual Posting <sup>4</sup>
Lot 3						
Lot 5						

Documents to be annexed.

Signature/s: .....

Full name of signatory/ies: .....

**Notes:**

**<sup>1</sup> – In case Waste Carrier License is not available, bidder shall submit undertaking to obtain the relevant license in due course or propose alternate vehicles at least of same volumetric capacity holding valid waste carrier licenses**

**<sup>2</sup>- Volumetric Capacity means volume of bins. In case of Compactor Lorry, a factor of 1.5 times the volume of the closed bin shall be used.**

**<sup>3</sup>- In case of lease, a letter evidencing the intention of lease from lessor to the bidder, clearly mentioning the vehicle/s registration number/s, shall be submitted.**

**<sup>4</sup> – Bidder to provide contract name or number with name of client whereby vehicle is posted.**

**(b) EQUIPMENT AND TOOLS TO BE DEPLOYED BY BIDDER**

<b>Lot</b>	<b>Description (Type, model)</b>	<b>Year of Registration (if applicable)</b>	<b>Capacity/</b>	<b>Owned (O) or Lease(L)<sup>3</sup></b>	<b>Actual Posting<sup>4</sup></b>
Lot 3					
Lot 5					

Documents to be annexed.

Signature/s: .....

Full name of signatory/ies: .....

### Table 3 - List of Personnel

#### 1. List of Personnel presently employed on other contracts

Bidders shall provide a list of its employees that are presently employed for servicing contracts other than those related to the sites referred to in this bidding document. The details should be given in the format as hereunder:

(a) List 1 for Sweepers, Toilet Attendants, Grass cutters etc....

No.	Category	Brief description of duties

(b)List 2 for Supervisory staff

No.	Category	Brief description of duties

#### 1. List of Personnel to be deployed to cater for the various lots of this contract

Bidders shall indicate the number of personnel they intend to deploy for this contract per lot for which they are bidding and the time and manner in which they propose to recruit this personnel. They have to ensure that they satisfy the minimum as indicated in Section VI. Personnel to be deployed shall be physically fit and capable of performing their duties efficiently and effectively.

SN	Category	No.	Brief description of duties	Lot 3	Lot 5
1	Supervisor				
2	Foreman				
3	Driver				
4	Refuse Collector				
5	Sweeper				
6	Brush Cutter/Prunner/Chain Saw Operator				
7	Drain/River cleaner				
8	Chemical Sprayerman				

1. The minimum requirements for each lot are detailed at Section VI – Scope of Service and Performance Specifications – Part 6 Table 2.
2. Please note that failure to comply with any of the requirements with respect to the Vehicles, Equipment, tools and personnel for this bidding exercise will lead to automatic disqualification of the bidder.

### Table 4 – Bidder’s Workload

**(a) Vehicles used for ongoing Contracts excluding those to be used for this Contract**

S.N	Type of Vehicle Tipper/ Compactor/ Van etc.	Registration No. of Vehicle	Insurance Cover Policy No. of Vehicle	Company/ Organization where it is now working	Remarks
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					

Documents to be annexed.

Signature/s: .....

Full name of signatory/ies: .....



**(c) List of ongoing contracts**

<b>S.N.</b>	<b>Details of Contract</b>	<b>Site</b>	<b>Employer</b>	<b>Contract Period</b>
1.				
2.				
3.				
4.				
5.				

Documents to be annexed.

Signature/s: .....

Full name of signatory/ies: .....

**Financial Situation**

Key Financial Information extracted from Audited Accounts/Financial Statements

Bidder’s Legal Name: ..... Date: .....

JV Partner Legal Name: ..... Bidder’s Reference No: .....

Page .....of ..... Pages

To be completed by the Bidder and, if JV, by each partner

Financial data in the currency reported in the Audited Accounts/Financial Statements	Historical Information		
	Year 1	Year 2	Year 3
<b>Statement of Financial Position (Information from Balance Sheet)</b>			
A. Current Assets (CA)			
B. Current Liabilities (CL)			
Working capital ratio or current ratio (A/B)			
Quick ratio or Acid Test ratio (Current Asset net or inventories/B)			
C. Total Assets (TA)			
D. Total Liabilities (TL)			
Net Worth (C – D)			
Cash in hand and at Bank			
Bank overdrafts			
Other Liquid Assets			
<b>Information from Income Statement</b>			
Key Profitability Indicators in the currency reported in the Audited Accounts/Financial Statements	Year 1	Year 2	Year 3
Total Revenue (TR)			
Profit/(Loss) Before Tax (PBT)			
Taxation			
Net Profit/(Loss) After Tax			
$\frac{\text{Net Profit after Tax}}{\text{Total Revenue}} \times 100$			
Certified by Bidder and/or associated JV partner, that above information is a true extract from Audited Accounts/Financial Statements Name: Signature: Capacity: Date:			

Please attach copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

- Must reflect the financial situation of the Bidder or partner to a JV;
- Historic financial statements must be audited by an accountant duly registered with the Mauritius Institute of Professional Accountants (MIPA);
- Historic financial statements must be complete, including all notes to the financial statements; and
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

## **Part II – Activity Schedule**

## Section V. Activity Schedule

### 1. Scavenging Contract

The bidder shall fill in the prices and rates for each lot and also those for Collection and Carting away of cyclonic waste. The prices and rates shall be valid for a period of Thirty six **(36) months** as from award of the contract.

### 2. Collection of Post Cyclonic Waste

The rate for provision of lorry per day shall include all necessary labour, superintendence and loading equipment such as Bell Loader to ensure the expected number of trips of the Scope of Works for the Carting Away of Post Cyclonic Wastes.

The Bidder shall collect and dispose of post cyclonic wastes in addition to the normal scavenging contract according to description of works in Section VI.

#### 2.1 Evaluation

The rates that shall be inserted for carting away post cyclonic waste will **not** be used for evaluation purpose but shall be subject to discussion with the successful bidder at the time of signing the contract to ascertain that the quoted rates are close to the price for daily scavenging works and are reasonable compared to market rate. The rates shall only be applicable for post cyclonic cleaning, when so required by the Employer.

#### 3.0 Filling of Bill of Quantities

The Bidder shall fill in the Bill of Quantities for scavenging services and post cyclonic waste in section A as well as the rates in sections B and C.

**A. Price and rates for respective sites in respect of daily scavenging service, refuse collection, cleaning of street, drains (covered and open), rivers, rivulets, canals, etc and collection and carting away of post cyclonic wastes as Bid Price for evaluation purpose.**

**LOT 3 – Pointe aux Sables (including Camp Benoit)**

	Works	Year 1	Year 2	Year 3	Quoted sum for 36 months Amount (Rs)
Item 1	<b>Street Cleaning, Refuse Collection and disposal as per description of lot at ITB 1.2 and description of services and Scope of Works as at Section VI</b>				
	Scope of services as defined in Section VI for Lot 3 (A)				
	Discount if any (B)				
	<b>(SUB TOTAL C) C=(A-B)</b>				
	<b>TOTAL AFTER DISCOUNT EXCLUSIVE OF VAT (To be carried to Bid Summary Sheet)</b>				

2. CARTING AWAY OF POST CYCLONIC WASTES FOR LOT 3				
	Item	Rate per lorry per Day (Rs) as per note 3 below Year 1	Rate per lorry per Day (Rs) as per note 3 below Year 2	Rate per lorry per Day (Rs) as per note 3 below Year 3
a	Lorry capacity less than 10 tons			
b	Lorry capacity above 10 tons			

- Note:**
- The quoted price should cover all works described in description of works in SECTION VI.
  - The yearly quoted price for the lot will be divided by **12** for the purpose of monthly payment.
  - Carting away of post cyclonic wastes for Lot 3
    - Payment in respect of carting away of post cyclonic wastes shall be effected as per actual work in the event such works have been requested by Employer.
    - Each lorry to execute a minimum of four trips per day
    - Maximum price for lorry capacity less than 10 tons is **Rs 5,500 daily**.
    - Maximum price for lorry capacity above 10 tons is **Rs 8,500 daily**.
  - Bidders are advised that non-filling of the price and rates for any one of the two (2) items above will render the bid for this Lot non-responsive.

**LOT 5 – Pailles (Soreze and Montebello)**

	Works	Year 1	Year 2	Year 3	Quoted sum for 36 months Amount (Rs)
Item 1	<b>Street Cleaning, Refuse Collection and disposal as per description of lot at ITB 1.2 and description of services and Scope of Works as at Section VI</b>				
	Scope of services as defined in Section VI for Lot 5 (A)				
	Discount if any (B)				
	<b>(SUB TOTAL C) C=(A-B)</b>				
	<b>TOTAL AFTER DISCOUNT EXCLUSIVE OF VAT (To be carried to Bid Summary Sheet)</b>				

2. CARTING AWAY OF POST CYCLONIC WASTES FOR LOT 5				
	<b>Item</b>	<b>Rate per lorry per Day (Rs) as per note 3 below Year 1</b>	<b>Rate per lorry per Day (Rs) as per note 3 below Year 2</b>	<b>Rate per lorry per Day (Rs) as per note 3 below Year 3</b>
a	Lorry capacity less than 10 tons			
b	Lorry capacity above 10 tons			

- Note:**
1. The quoted price should cover all works described in description of works in SECTION VI.
  2. The yearly quoted price for the lot will be divided by **12** for the purpose of monthly payment.
  3. Carting away of post cyclonic wastes for Lot 5
    - a) Payment in respect of carting away of post cyclonic wastes shall be effected as per actual work in the event such works have been requested by Employer.
    - b) Each lorry to execute a minimum of four trips per day
    - c) Maximum price for lorry capacity less than 10 tons is **Rs 5,500 daily**.
    - d) Maximum price for lorry capacity above 10 tons is **Rs 8,500 daily**.
  4. Bidders are advised that non-filling of the price and rates for any one of the two (2) items above will render the bid for this Lot non-responsive.

## Bid Summary Sheet

DESCRIPTION	LOT 3 (Rs)	LOT 5 (Rs)
Year 1		
Year 2		
Year 3		
Total price quoted for 36 months in respect of Street cleaning, refuse collection and disposal after discount (exclusive of VAT) to be carried to Bid Submission Form		

Name : .....

In the capacity of: .....

Signature : .....

Duly authorized to sign  
the Bid for and on behalf of:.....

Date : .....

**N. B: The Council reserves the right to:**

- a) To split the bids (as above) lot wise.
- b) Annul the bidding process and reject all bids at any time prior to the award of the contract as per the provisions at Section 39 (1) of the Public Procurement Act.
- c) Terminate the contract for any of the lots in case of “force majeure” or any other justifiable reason by notifying the contractor(s) within the specified time

## B. Provisional rates for separate collection and disposal to compost plants

In the event, the two proposed compost plants at St Martin (Lower Plaines Wilhems) and Cottage (in the north) are operational, a provisional sum is provided at this stage to cater for this part of the scope of works. The Municipal Council shall enter into negotiations with the Service Provider servicing these lots.

A monthly rate will have to be quoted by the Bidder in the financial proposal. This rate for the above works will **not be considered for evaluation purposes**. The rate shall be inclusive of all costs, taxes, profit, overtime and excluding VAT, necessary for handling transportation to and from site and watchmanship of equipment's etc.

**Provisional Rates to be filled by all Bidders (not to be accounted for in the evaluation of the bid)**

S.N.	Works	Quoted sum on a monthly basis Excluding 15% VAT  (Rs)
1.	For handling and transportation to St. Martin Plant	
2.	For handling and transportation to Cottage Plant	



## Section VI. Scope of Service and Performance Specifications

### 1. Solid Waste Management Policy

Mauritius generates about 1,200 tons of waste daily. To improve management of solid waste and to protect the environment, the Government has established the Mare Chicose Landfill together with a network of transfer stations. Open dumping grounds are being closed gradually. Should these 1,200 tons of waste continue to be disposed of at Mare Chicose Landfill, the cost of operation and the management of the landfill would be very high. In addition, this will considerably shorten the life span of the landfill, urging the Government to open other landfill sites in the near future.

The Government therefore proposes to reduce the amount of waste going to the landfill through re-use, recycling, composting and eventually incineration.

It is estimated that about 50% of the waste generated is organic (mostly garden waste). This waste can be composted and used as soil conditioner for agriculture. It is proposed to establish composting plants for green waste.

In addition, more than 100 tons of waste produced daily are inert (construction and demolition waste) which can be used as back fill materials.

Some other types of wastes have a high potential for recycling or incinerating with or without energy conversion.

Recovered waste would bring about numerous advantages by their re-use and in addition, would lengthen the lifetime of final disposal site.

Service Providers are therefore requested, when submitting their bids, to take into account this long-term plan.

**Bidders will be expected to demonstrate that they have the capacity and know-how to organise the collection of the different types of wastes effectively and employing a least cost strategy.**

## 2. Waste Definitions

The following definitions shall apply in respect of this bid exercise:

Household and Restaurant Waste:	Waste generated by households, restaurants, kitchens comprising food rests, vegetables rests, litter, cans, food containers, used clothes, shoes etc.
Green/Garden Waste:	Exclusively organic waste comprising cut grass, leaves, branches less than 1 metre long and less than 15 centimetres diameter, fruits, vegetables rests, flowers, seaweeds.
Bulky Waste:	Generally waste that may cause blockages of compactors on transfer stations. The following shall be considered as bulky waste: old refrigerators, washing machines, cookers, household equipment, mattresses, old furniture, old woods and corrugated iron sheets from demolition, tree trunks of a diameter of more than 15 centimetres, stumps, iron masses, carcasses of light vehicles (vans, cars and motorcycles) etc.
Non-compactible waste:	This would comprise concrete demolition waste, concrete construction waste, earth, stones, sand, grit, dry mud, foreign bodies on the beaches etc.
Industrial waste:	Waste generated by industries. This would include waste like textiles, wood, sawdust, metal scraps, plastics, cartons and paper, tyres, waste from hatcheries etc. Some of these types of waste, prior to disposal at a transfer station will have to be placed in bags or boxes to prevent blockages of compactors or to limit health nuisances.
Toxic and Dangerous Waste:	This would include: asbestos, sludge, waste from slaughter house, animal wastes, pharmaceutical waste, clinical waste and any other type of waste that may cause health hazards or environmental damages.

### 3. Lots and regions

#### i. Lot 3 consists of the following regions:

- Camp Benoit up to Richelieu Branch Road.
- Port Louis St Jean Road A1 from its junction with Pointe aux Sables Coast Road up to the boundary of the City Council of Port Louis with that of the Municipal Council of Beau Bassin Rose Hill.
- All regions falling in La Tour Koenig and Pointe aux Sables (including Terrasson, part of Cité Debarcadère, NHDC Flats, Morc Rey, Petit Verger, Morcellement Koenig, Kensington up to the boundary of the City Council of Port Louis to that of the Black River District Council but excluding old La Tour Koenig, Flat Alpha, part of Cité Ilois, part of Cité Debarcadère and Sugar Planters.

#### Scope of Service:

Scavenging service to be provided within the above mentioned regions on a twice weekly basis in the morning excluding Sundays but including a Public Holiday falling within the week except that a thrice weekly service will have to be provided to NHDC Flats (Alpha to Iris) at La Tour Koenig and a daily service will have to be provided to La Tour Koenig Commercial Centre except Sundays.

The service consists of removal of refuse along streets sweeping and waste carted away, brushing grit, earth, mud alongside roads and drains, door to door collection of refuse from individual residences, restaurants and hotels, green/garden waste, bulky waste, non-compactable waste, industrial waste and cleaning of storm water drains, bareland/wasteland upon request from the Council. Grass cutting and mowing should be carried out at playgrounds, football playgrounds, public gardens, road reserves, public places and cemeteries regularly and on special occasions or as otherwise requested by the Council.

Cleaning of natural drains, storm water drains and other drains should be carried out on a regular basis to prevent health hazards.

#### ii. Lot 5 consists of the following regions:

- The regions of Soreze, Montebello, Pailles East and Pailles West (including Morcellement Le Roc, Domaine Les Pailles, Swami Vivekananda International Conference Centre) and all housing estates annexed to the administrative area of the City Council of Port Louis.

**Scope of Service:**

Scavenging service to be provided within the above mentioned regions on a twice weekly basis in the morning excluding Sundays but including a Public Holiday falling within the week, except that scavenging service will have to be provided to Swami Vivekananda International Conference Centre and all main access roads on a daily basis except Sundays.

The service consists of removal of refuse along streets, sweeping and waste carted away, brushing grit, earth, mud alongside roads and drains, door to door collection of refuse from individual residences, restaurants and hotels, green/garden waste, bulky waste, non-compactable waste, industrial waste and cleaning of bareland/wasteland upon request from the Council. Grass cutting and mowing should be carried out at playgrounds, football playgrounds, public gardens, road reserves, public places and cemeteries regularly and on special occasions or as otherwise requested by the Council.

Cleaning of natural drains, storm water drains and other drains should be carried out on a regular basis to prevent health hazards.

**Detail Scope of work**

The contractor shall be responsible for the execution of the following works within the areas.

➤ Refuse Collection

- (a) Door to door collection of refuse from individual residences, bungalows, collective garbage rooms, public buildings, public places, commercial concerns, offices, restaurants, guest houses and hotels, small industries and small enterprises, dispensaries/community centers etc...;
- (b) Collection of refuse from streets, public places, public dustbins, drains, pavements, gutters, road side dumps, bare lands, taxi stands, markets fairs, cemeteries, cremation grounds, parks and gardens etc....

➤ Household Refuse

This type of refuse from household producing not more than 2m<sup>3</sup> of non-compactable waste weekly, should be collected regularly and on specific days of the week where applicable, as defined for each region hereunder and shall be completed in one day for the region specified by the Council.

➤ Green/Garden waste

Green waste including branches cut to less than 1 meter long, and of less than 15 centimeters diameter should be collected regularly(along with normal household refuse) and also upon request from the Public Health Department.

- Cleaning of Commercial Centers, market places, bus terminals and leisure grounds
  - (a) Daily sweeping and cleaning of streets during the hours indicated hereunder along Royal Road and the commercial areas, the Town Hall/District Council Head office Premises, garden etc. Daily sweeping to be performed by the specified number of sweepers posted on a full-time basis in the commercial centers to ensure that the locations are kept tidy at all times.
  - (b) Collection of refuse along Royal Road and the commercial centers to be done from 6.00 a.m. to 6.00 p.m. daily, thrice weekly service at the fairs and daily at the market place.
  - (c) Spraying of herbicides for weed control and grass mowing as often as needed.
  - (d) Cleaning of bus terminals and parking areas and sweeping.
  
- Industrial Waste

Industrial waste from industries/organisations producing less than 2m<sup>3</sup> of non-compacted waste per week should be collected thrice a week.
  
- Trade Waste

Refuse from commercial concerns, restaurants, guest houses/tourist residence, hotels etc. producing not more than 2m<sup>3</sup> of non-compacted waste per day should be collected at a frequency, as indicated hereunder, depending on the volume of waste.
  
- Street Cleaning and other public places

Cleaning of streets, flyover “passerelles” along Royal Road, streets borders, highways, road reserves, pavements, play grounds, taxi stands, cemeteries, cremation grounds, open space and parks etc...
  
- Cleaning of wastelands and barelands

Cleaning of wastelands and barelands as requested by the Council to prevent health hazards.
  
- Cleaning of drains and water courses

Cleaning of drains and water courses by removal of earth, stones, dumps and debris, removal of slabs & metal gratings and reinstatement thereon along Royal Road and elsewhere so that they are in a tidy state and free of filth at all times.
  
- Weeding and spraying of herbicides

Weeding works and spraying of herbicides along street borders, roundabouts etc...shall be carried out periodically and as per an agreed programme as directed by the Public Health department so as to keep those places in a tidy state.
  
- Grass-cutting and mowing

Grass-cutting and mowing should be carried out at playgrounds, public gardens, and cemeteries, as listed hereunder, regularly and on special occasions or as otherwise requested by the Council.

- Removal of Posters  
Removal of posters, buntings and banners from public areas as well as cleaning of posters panels as directed by the Council.
- Other type of waste  
Non-compact waste, bulky waste, animal carcass as well as e-waste shall be collected and disposed of as directed by the Council as and when required. Large amounts of more than 7 tons of non-compact waste should not be delivered at any transfer station. These should be disposed of directly at the landfill site or to such other site as the Council may direct.
- Branch-cutting and pruning  
Branch cutting/lopping/pruning up to a height of not more than 6m from ground level at a frequency of once every 3 months or as and when necessary, so that no encroachment of public roads/alleys is occasioned. The works are to be done in full compliance with all relevant regulations in force in Mauritius.
- Carting away of wastes.  
All waste collected shall be disposed of at the transfer station at Roche Bois or the landfill site at Mare Chicose and/or other sites to be identified by the Ministry of Local Government.
- Wastes not covered under this Scope of Service  
Vehicles carcass, bulky construction and demolition waste and tree trunk, liquid waste, sludge from sewerage and water treatment plants, petroleum wastes, acids, pesticides/biocides, clinical wastes. paint and resins.
- Transportation of Green Waste to Compost sites should the Central Government construct or allow the construction by third parties of compost plants, the Service Provider shall be required to effect separate waste collection, transportation and disposal of green wastes as per the Waste Carrier Licence Regulations, as and when these plants will be commissioned and become operational. The Service Provider shall be instructed accordingly.

Also, after the passage of cyclones, huge volumes of green waste only have to be carted away to the compost plants, temporary dump sites or landfill, whichever is closer.

After order to commence by the Council, the sites mentioned in **section 3** hereunder shall be cleaned of all green waste and green bulky waste (Organic structured waste) thrice weekly on fixed day or as requested by the Councils. The bidder has to provide all necessary tools and labour to execute the scavenging works. No waste other than structured organic waste will be accepted at any of the compost plants.

Structured organic waste means – forestry and forest product residual  
– leaves, brush and yard trimmings  
– wet and soiled cardboard.

The green waste should be disposed of at Compost Plants.

## **Supervision of works**

### **Role of Supervisors**

The Contractor(s) shall appoint one supervisor for each lot to oversee the proper execution and delivery of services. The supervisor shall be responsible for the preparation of plans for the different tasks such as refuse collection, drain cleaning, spraying of herbicide etc in collaboration with the Chief Health Inspector. Such plans shall be prepared on a monthly basis and submitted to the Council. The Contractor(s) shall inform the Council, the name(s) and contact numbers of the Supervisors. The Contractor (s) shall provide a proper means of transport to enable the supervisor to carry out daily supervision and reporting.

### **N.B:**

- 1. The Contractor shall record the attendance of workers and their category on site and the number of vehicles and other machinery utilized for undertaking the works. These records should be made available to the Chief Health Inspector whenever required.**
- 2. Failure to submit the monthly and weekly plans of work and non-submission of a daily report shall be considered as a major discrepancy and shall be dealt with as appropriate.**
- 3. The contractor shall not be allowed to change the program of work for the scavenging service or other works without the consent of the council. The contractor shall undertake to provide scavenging service in a locality on the scheduled day. In case the contractor is unable to provide scavenging service in any locality on the scheduled day the contractor shall inform the Council in writing on the same day giving reasons thereof. A penalty will be applied for each such occurrence as provided in the contract.**

**The Contractor shall be responsible for the execution of the above works within the regions specified in the Scope of Works.**

**SPECIAL CONDITIONS IN CASE NATIONAL DISASTER AND ANY ADVERSE WEATHER CONDITIONS SUCH AS TORRENTIAL RAIN, FLASH FLOODS, CYCLONES, ETC**

As soon as there will be a warning of torrential rain, flash flood, cyclone or any other adverse climatic condition, the Contractor shall be called and required to carry out a survey in the drains, canals, rivers, rivulets and any water course and to submit a report to the Council. The Contractor shall be required to take all appropriate actions to minimize the risks of damage and danger to life and property. The Contractor shall carry out a fresh survey as soon as the warning is removed and to submit to the Council a report on any damage caused by the adverse weather condition. It shall furthermore, take all remedial action to clear any obstruction to any water courses forthwith.

**4. Street Cleaning, Refuse Collection and Disposal after the passage of cyclone**  
**4.1 General**

After the passage of cyclones huge volumes of green waste have to be carted away and the population usually seizes this opportunity to get rid of their bulky wastes as well. It is the responsibility of the Council to ensure that all the post cyclonic wastes in addition to the normal domestic wastes are carted away safely over a short period of time to avoid environmental hazards.

To attain this objective, temporary dump sites shall be opened during the cyclonic season and through this bid exercise, the Council intends to cart away the post cyclonic wastes.

All the Service Providers serving the Council will dispose of their post cyclonic wastes at the landfill and temporary dump sites. No domestic waste shall be accepted at the temporary dump sites.

The bidder is encouraged to associate with other waste carrying Service Providers or other transportation contractors to provide the necessary resources to satisfy the on-site requirements.

During the cyclonic season the Service Providers already working for the Council shall continue to execute their contracts duties which they have entered with the Council i.e. collection and disposal of all domestic, usual bulky waste and non-compatible wastes to transfer stations or Mare Chicose Landfill.



## 4.2 Works to be carried out

After order to commence by the Council, the sites mentioned in the specifications shall be cleaned of all post cyclonic waste (green waste/bulky wastes). The Bidder has to provide all necessary tools and labour to execute the works. No domestic wastes will be accepted at any of the temporary dumps sites and priority has to be given to the collection of green waste over bulky waste.

The works consist of the following:

- Carting away of domestic wastes to the transfer stations/landfill.
- Carting of green and bulky wastes separately to official dump sites or directly to landfill
- Carting away of green wastes to future compost plants as directed by the council.

## 4.3 Detailed Tasks

(i) Public Roads (To be completed within 7 days)

- To clean all the road reserves of all type of wastes

(ii) Public Places – (To be completed within 7 days)

- To collect and cart away all green waste to temporary dump sites or as appropriate.
- To collect bulky waste e.g. refrigerators, washing machine, iron sheets, non-compactible wastes that the inhabitants may dispose of separately in addition to post cyclonic waste.
- Carting away of damaged trees/branches that appear to be dangerous in public places.

However, 5 days after cleaning, the Service Provider has to inspect his respective sites and collect and cart away all green waste defined above or any bulky waste as may be directed by the Council. All dried branches that may still be hanging in public places and that may prove to be dangerous to the public should be carted away.

#### **4.4 Details of disposal sites**

The Service Provider has to dispose of the post cyclonic wastes to the nearest of the temporary dump sites and any other temporary dump site approved by the Council and/or Ministry of Local Government or at Mare Chicose landfill or as appropriate, whichever is closer.

In case any lorry is seen to transport domestic waste or a mixture of domestic and green waste, to any temporary dumping site the lorry will be refused outright. In cases where domestic wastes or mixture of waste is noticed after tipping, the Service Provider will bear the cost of re-collecting the domestic waste or mixture of domestic/green waste and its transportation to the respective transfer station. Payment shall be withheld until such domestic wastes are removed from the temporary dump site.

#### **4.5 Operating Hours**

The temporary dump site will remain open from 5.00 am to 6.00 pm.

The opening hours of Mare Chicose Landfill are as follows:

Weekdays	:	6.30 am to 5.00 pm
Saturday	:	6.30 am to 3.30 pm
Sundays/Public Holidays	:	6.30 am to 12.00 hrs

#### **4.6 Normal Scavenging Service**

The normal services for scavenging shall continue as per contract already signed and shall in no way be interrupted

For any work that has not been attended by the Service Provider, for any reason, the Service Provider shall make immediate arrangements to attend to same.

Any work which is not in accordance with the intent of the Contract or the Council's and/or its Officers' instructions shall be re-executed by the Service Provider at his/its own costs.

### **5. Separate collection and disposal of green wastes**

#### **5.1 General**

Should the Central Government construct or allow the construction by third parties of compost plants, the Service Provider shall be required to effect separate waste collection, transportation and disposal of green wastes as per the Waste Carrier Licence Regulations, as and when these plants will be commissioned and become operational. The Service Provider shall be instructed accordingly.

Also, after the passage of cyclones, huge volumes of green waste only have to be carted away to the compost plants, temporary dump sites or landfill, whichever is closer.

The bidder is encouraged to associate with other Service Provider or other transportation contractors to provide the necessary resources to satisfy the requirements of this bid exercise details of which shall be given by the bidder in the methodology.

## 5.2 Special Notes

In case any lorry is found to transport mixed waste to the plants, the lorry will be refused outright. In cases where domestic wastes or mixture of waste is noticed after tipping, the Contractor will bear the cost of re-collecting the domestic waste or mixture of domestic/green waste and its transportation to the respective transfer station. Payment shall be withheld until such domestic wastes are removed from the plant.

## 6. Vehicles, Equipment and Personnel Requirements

Bidders should see to it that when they propose the vehicles, equipment and supervisory personnel to be deployed for anyone or more lots they are bidding that they meet the minimum requirements as defined hereunder.

**Table 1**

### **Vehicles and Equipment**

<b>SN</b>	<b>Requirements</b>	<b>Unit</b>	<b>Lot 3</b>	<b>Lot 5</b>
1.	Tipper/ Minimum volumetric capacity – 10 m <sup>3</sup> (uncompacted capacity)	Number	2	2
2.	Compactor Lorries Minimum volumetric capacity – 10 m <sup>3</sup>	Number	2	3
3.	Brush Cutters	Number	4	8
4.	Pruners/Telescopic saw	Number	2	2
5.	Chainsaw	Number	1	1
6.	Chemical Sprayer Apparatus	Number	4	5

**Table 2****Personnel**

<b>SN</b>	<b>Requirements</b>	<b>Unit</b>	<b>Lot 3</b>	<b>Lot 5</b>
1.	Supervisor	Number	1	1
2	Foreman	Number	2	2
3	Driver	Number	4	5
4	Refuse Collector	Number	26	35
5	Sweeper	Number	4	5
6	Brush Cutter/Prunner/Chain Saw Operator	Number	4	8
7	Drain/River cleaner	Number	4	5
8	Chemical Sprayerman	Number	4	5

**7. Liquid Assets/Credit Facility**

Bidders are allowed to bid for one or more lots depending on their financial capacity as per their annual turnover, vehicles and equipment, supervisory personnel and labour force and the availability of their liquid assets/credit facility, as follows:

To qualify for award of contract in respect of any of the lots they have to submit evidence for having secured these facilities as per the amount indicated herein.

<b>SN</b>	<b>Lot</b>	<b>Credit facilities/liquid assets (RS)</b>
1	3	3,500,000
2	5	4,000,000

**8. Other Requirements****(a) Means of communication (Personal)**

Bidders should provide information on the proposed means of communication for Provision of services in each of the lots along with the bid document.

**(b) Valid Receipt of payment of Trade Fee**

Copy of valid receipt of payment of trade fee as scavenging contractor should be submitted by the bidder along with the bid document

**(c) Logistics and Personnel**

Bidders should state the minimum essential logistics and personnel they will be made available for each lot they are bidding for by completing the tables at Pages 45 to 48

# **Part III – Conditions of Contract and Contract Forms**

## **Section VII. General Conditions of Contract**

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## Section VII. General Conditions of Contract

### A. General Provisions

#### 1.1 Definitions

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

- (a) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (b) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
- (c) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- (f) “Employer” means the party who employs the Service Provider
- (g) “Foreign Currency” means any currency other than the currency of the country of the Employer;
- (h) “GCC” means these General Conditions of Contract;
- (i) “Government” means the Government of the Republic of Mauritius;
- (j) “Local Currency” means Mauritian Rupees;
- (k) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;
- (l) “Officers” shall mean Chief Executive and any other Officer of the Public Health Department designated by the Council.
- (m) “Party” means the Employer or the Service Provider, as the case

- may be, and “Parties” means both of them;
- (n) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
  - (o) “Regular Basis Services” means a refuse collection service once or twice weekly in the localities in the manner set out in the scope of service.
  - (p) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
  - (q) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer
  - (r) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
  - (s) “Specifications” means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer
  - (t) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
  - (u) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

**1.2 Applicable Law** The Contract shall be interpreted in accordance with the laws of Mauritius.

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

**1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or facsimile to such Party at the address **specified in the SCC**.

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

- 1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC.**
- 1.7 Inspection and Audit by the Public Body** The Service Provider shall permit the Employer to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Employer, if so required by the Latter.
- 1.8 Taxes and Duties** The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

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

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.**
- 2.2 Commencement of Services**
- 2.2.1 Program and mobilization of vehicles and equipment** Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, evidence for mobilization of vehicles and equipment as proposed in the bid, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
- Failure of the Service Provider to deploy the necessary lorries with valid waste carrier licence on the commencement date of the contract shall constitute sufficient ground for the Termination of the Contract as per GCC 2.6.1.
- 2.2.2 Starting Date** The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.**
- 2.3 Intended Completion Date** Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC.**
- 2.4 Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

## 2.5 Force Majeure

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

**2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

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

## 2.6 Termination

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

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (i) “corrupt practice”<sup>7</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”<sup>8</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”<sup>9</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”<sup>10</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

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

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

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<sup>7</sup> For the purpose of this Contract, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>8</sup> For the purpose of this Contract, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>9</sup> For the purpose of this Contract, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>10</sup> For the purpose of this Contract, “party” refers to a participant in the procurement process or contract execution.

**2.6.2 By the Service Provider**

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

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

**2.6.3 Payment upon Termination**

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

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

**3. Obligations of the Service Provider****3.1 General**

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

**3.2 Conflict of Interests.**

- 3.2.1 Service Provider Not to Benefit from Commissions and Discounts** The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.
- 3.2.2 Service Provider and Affiliate not to be Otherwise Interested in Project.** The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 3.2.3 Prohibition of Conflicting Activities** Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
- (a) during the term of this Contract, any business or professional activities in the Republic of Mauritius which would conflict with the activities assigned to them under this Contract;
  - (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
  - (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.
- 3.2.4 Integrity Clause** The Service Provider shall take steps to ensure that no person acting for it or on its behalf will engage in any type of fraud and corruption during the contract execution.
- Transgression of the above is a serious offence and appropriate actions will be taken against such Service Provider.
- 3.3 Confidentiality** The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

- 3.4 Assignment** The Service Provider shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of the Employer.
- 3.5 Indemnification** The Service Provider shall indemnify, hold and save harmless, and defend, at its own expense, the Employer, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Service Provider, or the Service Provider's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of Employer's liability and Workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this clause do not lapse upon termination of this Contract.
- 3.6 Insurance to be Taken Out by the Service Provider**
- (a) The Service Provider shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract **as specified in the SCC.**
  - (b) The Service Provider shall provide and thereafter maintain all appropriate Employer's Liability and Workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract **as specified in the SCC.**
  - (c) The Service Provider shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, or other equipment owned or leased by the Service Provider or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract **as specified in the SCC.**
  - (d) Except for the Employer's Liability and Workmen's compensation insurance, the insurance policies under this clause shall:
    - (i) Name the Employer as additional insured;



(ii) Include a waiver of subrogation of the Service Provider's rights to the insurance carrier against the Employer;

(iii) Provide that the Employer shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

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

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

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

**3.8 Reporting  
Obligations**

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

**3.9 Documents  
Prepared by the  
Service  
Provider to Be  
the Property of  
the Employer**

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

**3.10 Liquidated  
Damages**

**3.10.1 Payments of  
Liquidated Damages**

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.

**3.10.2 Deduction due  
to non-performance**

The Employer shall deduct from payment due to the Service Provider for non-performance of works in a locality or part thereof on a particular day, an amount equal to twice what it may cost the

Employer to have the work done by alternative means. Such deductions shall not affect the Service Provider's liabilities.

### **3.11 Performance Security**

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

## **4. Service Provider's Personnel**

### **4.1 Description of Personnel**

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

### **4.2 Removal and/or Replacement of Personnel**

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the Personnel have:
  - (i) committed serious misconduct or have been charged with having committed a criminal action, or
  - (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel,

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

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

## 5. Obligations of the Employer

- 5.1 Assistance and Exemptions** The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**
- 5.2 Change in the Applicable Law** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

## 6. Payments to the Service Provider

- 6.1 Lump-Sum Remuneration** The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
- 6.2 Contract Price**
- (a) The price payable in local currency is **set forth in the SCC.**
  - (b) The price payable in foreign currency is **set forth in the SCC.**
- 6.3 Payment for Additional Services, and Performance Incentive Compensation** 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** 6.4 Payments will be made to the Service Provider according to the payment schedule **stated in the SCC. Unless otherwise stated in the SCC,** the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee from a bank operating in Mauritius for the same amount, and shall be valid for the period **stated in the SCC.** Any other payment shall be made after the

conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

**6.5 Interest on Delayed Payments**

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

**6.6 Price Adjustment**

6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

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

Where:

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

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

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

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

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

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

### **6.7 Dayworks**

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

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

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

### **6.8 Labour Clause**

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

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

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

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

- (a) showing the rates of remuneration and hours of work of the various categories of employees employed in the execution of the contracts;
- (b) stating whether any remuneration payable in respect of work done is due;
- (c) containing such other information as the Chief Executive Officer of the Public Body administering the

contract may require to satisfy himself that the provisions under this clause have been complied with.

6.8.3 Where the Chief Executive Officer of the Public Body administering the contract is satisfied that remuneration is still due to an employee employed under this contract at the time the claim for payment is filed under subsection 1, he may, unless the remuneration is sooner paid by the Service Provider, arrange for the payment of the remuneration out of the money payable under this contract.

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

## 7. Quality Control

### 7.1 Identifying Defects

7.1 The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider's performance and notify him of shortcomings that are found. Such checking shall not affect the Service Provider's responsibilities.

### 7.2 Correction of Defects,

- (a) The Employer shall give notice to the Service Provider of any redress in respect of shortcomings in its performance at the Service Provider's cost.
- (b) Every time notice of a shortcoming is given, the Service Provider shall correct the notified shortcoming within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a shortcoming within the time specified in the Employer's notice, the Service Provider shall be liable to pay liquidated damages for delay in clearing the shortcomings calculated as described in Sub-Clause 3.10.2.

## 8. Settlement of Disputes

### 8.1 Amicable Settlement

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

### 8.2 Dispute Settlement

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion is not resolved amicably after 30 days of notification either party may refer the matter to the competent court of Mauritius.

## 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 : <b>Procurement of Services for Street Cleaning, Refuse Collection, Public Places etc. and Disposal including carting away of post cyclonic waste for a period of 36 months.</b>
1.1(f)	The Employer is “ <b>the Council</b> ” shall mean <b>the Municipal City Council of Port Louis</b>
1.1(k)	The Member in Charge is .....
1.1(p)	The Service Provider is .....
1.4	<p>The address is: <b>City Hall, Port Louis</b></p> <p>Employer: <b>The Municipal City Council of Port Louis</b></p> <p>Attention: <b>The Chief Executive, The Municipal City Council of Port Louis, City Hall, Port Louis</b></p> <p>Facsimile:    <b>+2302136746</b></p> <p>Email: <b>mpl.ce@intnet.mu</b></p> <p>Service Provider: _____</p> <p>Attention:     _____</p> <p>Email:         _____</p> <p>Facsimile:</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer:    <b>The Chief Executive</b></p> <p>For the Service Provider: _____</p>
2.1	The date on which this Contract shall come into effect is as indicated in the letter of acceptance.

<b>2.2.2</b>	The Intended Starting Date for the commencement of Services is <b>as indicated in the letter of award</b>
<b>2.3</b>	<b>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</b>
<b>3.6</b>	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.
<b>3.10.1</b> <b>Liquidated Damages</b>	The daily rate for each day of delay on the period allocated in correcting anyone shortcoming in the current month shall be <b>Rs 5,000</b> up to an aggregate of 10% of the monthly contract amount.
<b>3.11</b>	The Performance Security shall be of an amount of 10 % of the yearly price in the form of a bank guarantee issued by a local commercial bank. In the event the contract is renewed, this security shall be renewed for each contract period and shall remain valid for a period of 28 days after expiry.
<b>GCC 3.12</b> <b>Statements of nuisances</b>	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.
<b>GCC 3.14</b> <b>Statutory obligation, fee and charges</b>	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.
<b>GCC 3.15</b> <b>Possible Changes in Disposal sites</b>	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><b>GCC 3.16 Service Provider's conduct</b></p>	<p>In the execution of this contract the Service Provider, 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>
<p><b>GCC 3.17 Occupational Health and safety at Work</b></p>	<p><b><u>A. Safety</u></b></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 of all works in progress can be made by the Council.</p> <p><b><u>B. Occupational health</u></b></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'ts to guide them in occupational health, safety and hygiene. Simple precautions such as:</p>

	<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.  In conjunction with medical advice, an agreed programme of disease and infection, prevention and immunization must be made available to all employees.
<b>GCC 4.3</b> <b>Mobilization of resources</b>	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.
<b>5.1</b>	The assistance and exemptions provided to the Service Provider are:  <b>Not applicable</b>
<b>6.2(a)</b>	The bid prices shall be in Mauritian rupees
<b>6.2(b)</b>	The amount in foreign currency or currencies is <b>not applicable</b> .
<b>6.4</b>	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) 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...  (c) 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.  (d) Advance Payment is not applicable to this contract.

<b>6.5</b>	Payment shall be made within <b>30</b> days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within <b>60</b> days in the case of the final payment.  The interest rate is <b>the official rate as applicable by the Accountant General.</b>
<b>6.6.1</b>	Price adjustment is <b>not to be applied.</b>
<b>7.1</b>	The principle and modalities of inspection of the Services by the Employer are as follows:  A Health Inspector of the Municipal City Council of Port Louis will inspect the sites on a regular basis to verify whether the provisions of the Scope of Services are being complied with.  A daily/ report should be submitted by the service provider to the Chief Health Inspector by 1500 hours. The format of the report will be provided to the contractor by the Chief Health Inspector.  Notice for redress shall be issued by the Officer-in-Charge in respect of each shortcoming.

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## **Section IX - Contract Forms**

### **Table of Forms**

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## Performance Security

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

**Beneficiary:**.....*Name and Address of Public Body*.....

**Date...**

**PERFORMANCE GUARANTEE No.:**.....

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

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758. (Applicable to overseas contractor only).

.....*Seal of bank and*

*Signature(s)*.....

## Letter of Acceptance

[Date]

To: *[name and address of the Service provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

**Note:** Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Employer.

We confirm that *[insert name proposed by Employer in the Bidding Data]*,

**or**

We accept that *[name proposed by bidder]* be appointed as the Adjudicator

**or**

We do not accept that *[name proposed by bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with Clause 37.1 of the Instructions to Bidders

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract dully signed

Authorized Signature: \_\_\_\_\_  
 Name and Title of Signatory: \_\_\_\_\_  
 Name of Agency: \_\_\_\_\_

Attachment: Contract

## Form of Contract

### LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Employer]* (hereinafter called the “Employer”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

*[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider’s obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the “Service Provider”).]*

#### 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.....;

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;
- (b) the Service Provider’s Bid
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Scope of Service and Performance Specifications;
- (f) the Priced Activity Schedule;
- (g) the Performance Security; and
- (h) The following Appendices:

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency (**Not used**)

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer (**Not Used**)

- 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.

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 *[name of Employer]*

\_\_\_\_\_  
*[Authorized Representative]*

For and on behalf of *[name of Service Provider]*

\_\_\_\_\_  
*[Authorized Representative]*

**[Note:** *If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Service Provider

\_\_\_\_\_  
*[name of member]*

\_\_\_\_\_  
*[Authorized Representative]*

\_\_\_\_\_  
*[name of member]*

\_\_\_\_\_  
*[Authorized Representative]*



## Appendix

## Check List for Bid Submission

	<b>List of documents</b>	<b>Please tick</b>
(a)	Service Provider's Bid Submission Form as per format in Section IV;	
(b)	Qualification Information Form duly filled as per format in section II together with: <ul style="list-style-type: none"> <li>(i) Copy of legal status of Bidder;</li> <li>(ii) Power of Attorney or other evidence certifying that the signatory of the bid may commit the bidder, where applicable;</li> <li>(iii) Audited Accounts/Financial Statements as applicable for the last three years;</li> <li>(iv) Financial annual amount of services executed for the last three years or less if the company has been in existence for less than three years;</li> <li>(v) Details of similar services performed in the last three years;</li> <li>(vi) Evidence for cash flow/ arrangements/credit facility</li> </ul>	
(c)	Proposed Equipment and other Resources Form as per Section IV.	
(d)	Bidder's Workload Form as per Section IV	
(e)	Signed subscription in the Bid Submission Form to comply with the Bid Securing Declaration.	
(f)	Activity Schedule as per Section V with: Prices and Rates duly filled in section A, B and C	
(g)	Copy of Registration as Scavenging Contractor at the Ministry of Local Government & Solid Waste Management;	
(h)	Undertaking of compliance for payment of salaries and wages as per ITB 6.5 (f);	
(i)	Full particulars related to Technical Evaluation Criteria as defined in Annex to BDS	
(j)	Proposed means of communication	
(k)	Valid Trade fee Receipt	
(l)	Tables on logistics and Personnel (Page 45 – Page 48)	

***Bidders are cautioned that the above Check List is meant to assist them in submitting a bid which is complete but the onus is on them to read carefully the bidding documents and to ascertain that their bids contain all the necessary documents that have been requested in the bidding documents and that they have forwarded all the data and references needed to assess their merits as per the technical evaluation criteria contained in the annex to the BDS.***