



**THE DISTRICT COUNCIL OF SAVANNE**  
**Notice 3/2022**

**Tender for Occupation of Tuck Shop No 1 at Souillac Traffic Centre**

By virtue of Section 57(1)(b) of the Local Government Act 2011 as subsequently amended this Council invites tenders **solely** from residents within the administrative area of the **District Council of Savanne** for occupation of **Tuck Shop No 1** on an as is and where is basis at Souillac Traffic Centre to ply the trade activities of *Sale of Foodstuff and Non Foodstuff/Handicraft Products/Victualler* as per herewith annexed conditions of contract.

Tender in plain sealed envelope not bearing any mark or name indicating the identity of the tenderer but clearly marked “**Tender for Occupation of Tuck Shop No 1 at Souillac Traffic Centre**” shall be deposited in the Tender Box located at the Registry, Administration Department, The District Council of Savanne, Lady Barkly Street, Souillac, on or before **Monday 5 December 2022 by 15.00 hrs at latest.**

Tender documents can be collected on weekdays between 9.00 hrs to noon and 12.30 hrs to 15.00 hrs from the Public Health Department, The District Council of Savanne, Lady Barkly Street, Souillac or downloaded from the Council`s website <http://www.dcsavanne.mu> .

**Offers received after the specified date and time will not be accepted.**

**Rights of Council**

The Council reserves the right to accept or reject any tender and annul the whole tender exercise without thereby incurring any liability or whatsoever to those persons who have submitted a tender or to inform them of the grounds thereof.

***Ag.Chief Executive***

10 November 2022

**THE DISTRICT COUNCIL OF SAVANNE**



*TENDER FOR  
OCCUPATION OF  
VACANT TUCK SHOP  
NO 1 AT SOUILLAC  
TRAFFIC CENTRE*

Notice No 3/2022

*The District Council of Savanne  
Lady Barkly Street  
Souillac  
<http://www.dcsavanne.mu>  
Tel No. 603 7930  
Fax No. 625 5750  
Email: dcsavanne@mail.la.govmu.org*

*Date: 10 November 2022*



# THE DISTRICT COUNCIL OF SAVANNE

Notice 3/2022

## **TENDER FOR OCCUPATION OF TUCK SHOP NO 1 AT SOUILLAC TRAFFIC CENTRE FOR AN INITIAL PERIOD OF THREE YEARS**

By virtue of Section 57(1)(b) of the Local Government Act 2011, sealed Tenders are invited **solely** from residents of **the administrative area of The District Council of Savanne** for the occupation of unfurnished/vacant tuck shop No 1 at Souillac Traffic Centre as described hereunder for an initial period of 3 years which may be expressly renewed for further periods not exceeding 3 years on such terms and conditions including a revision of any fee payable, as the Council may determine.

Tuck shop	Dimension m <sup>2</sup> (Approx)	Authorised Trade Activity
No.1	55	Sale of foodstuffs and non-foodstuffs /Handicraft products/ Victualler

**Deadline for submission of Tender: Monday 5 December 2022 by 15.00 hrs at latest.**

*The Tender should remain valid for a period of (Ninety) 90 days from the closing date.*

### **Eligibility Criteria for the Bidder**

- (i) Be a resident of **The District Council of Savanne** area.
- (ii) Have reached his/her 18<sup>th</sup> birthday at time of bid submission.
- (iii) The bidder should be unemployed.
- (iv) At time of bid submission, the bidder should submit a copy of his/her National Identity Card, proof of residential address (recent CEB or CWA or MyT bills) and a valid Unemployment Card delivered by the Ministry of Labour, Human Resource Development and Training (date of issue should be at least three months prior to the date of advertisement of this notice).

### **General Conditions**

1. Successful bidder will be required to produce the original of all the above-mentioned documents before the signature of the Authorisation Contract.
2. Successful bidder shall personally occupy the tuck shop allocated to him/her or an employee approved by the Council.
3. The successful bidder shall pay the bid price either in full or in 3 equal installments on a yearly basis.
4. The successful bidder shall hold the relevant Business Registration Card and pay the appropriate Trade Fee and scavenging fee as applicable.
5. Successful bidder shall enter into a contract with the Council, known as Authorisation contract which is herewith annexed.
6. The Council may renew the Authorisation Contract for a further period of 3 years with an increase of 10% of the Tendered amount.
7. In case the successful bidder opts to trade as 'Victualler', he/she shall at his/her own cost, make provision for all amenities (kitchen, wash hand basin etc) related to this trade.

**Authorisation Contract**

**By virtue of section 57(1)(b) of the Local Government Act 2011  
as subsequently amended**

Between **The District Council of Savanne** duly represented by, its **Chairperson**..... and by its Chief Executive.....,having its registered office at **Lady Barkly Street, Souillac.**

**“The Council”**  
On one part

AND

Mr/Mrs.....holder of National Identity Card No..... hereunder referred to as the Occupier

**“The Occupier”**  
On the other part

The following has been agreed between the parties

1. The Council hereby grants to the Occupier the right of authorisation to occupy a commercial building commonly known as Tuckshop No 1, located at Souillac Traffic Centre for the purpose of carrying out the classified trade of **General Retailer Foodstuff and Non Foodstuff /Victualler/Manufacture and/seller of handicraft products** thereat for a period of **36 months** as from the date of signature of contract.
2. The right of occupation fee as per the Tender dated ....., shall cover a period of thirty-six (36) months as from.....to.....  
  
The right of occupation fee which amounts to Rs..... has been paid in full/ equal installments of Rs..... to be paid in advance at the start of every year.
- 3 Such authorisation shall cover a period of 3 years and may be expressly renewed for further periods not exceeding 3 years on such terms and conditions including a revision of the fee i.e an increase of 10% of the tendered amount.
4. (i) Where the occupier fails to effect payment of the fees referred to in paragraph 2 of the contract by the due date, the Council may subject to the approval of the Minister of the Local Government, rescind the contract by notice in writing and without judicial or extra judicial process.  
  
(ii) Such rescission shall be without prejudice to any other action which the Council may be entitled to take against the occupier. The occupier shall forthwith vacate the building and

remove all articles therefrom. He shall not be entitled to the payment of any indemnity whatsoever.

**5.** However, in case of the occupier's death before the expiry date of the contract, any of his/her child/children or his/her surviving spouse named by him in this agreement, or any document addressed by the occupier to the Council on the date of the signature of this authorisation contract, shall continue to occupy the shop for the remaining period of the said contract. The Council shall renew the contract for a further period of three (3) years with the consent of the heirs, subject that the latter satisfies the following: —

(i) be a resident within the Council's area;

(ii) has reached his/her 18<sup>th</sup> birthday at the time of transfer of authorisation;

(iii) priority of consideration will be given to the unemployed;

**6.** The Council reserves its right to cause the building to be so altered, repaired and reconstructed as it may deem advisable without payment of any compensation to the occupier. Such right will be extended to any alteration, repair or reconstruction of the interior installation of the building should the Council consider it advisable.

In the latter case the Council will place at the disposal of the occupier such other shop as may be advisable in order to enable him/her to continue his trade. The occupier shall have no claim to any indemnity, compensation or damages as a result of such alternation, repairs and reconstruction.

**7.** The occupier shall not be entitled to sell, transfer, cede, let or otherwise dispose of the aforesaid authorisation.

**8.** Should the occupier be found guilty by a Court of an offence against any regulations or any other enactment relating to trade being carried out, the Council may, subject to the approval of the Ministry of the Local Government rescind the contract by notice in writing. In that case, the occupier shall forthwith vacate the stall and remove all articles therefrom. He/she shall not be entitled to the payment of any indemnity whatsoever.

**9.** If the occupier makes use of any electricity, water or telephone, he/she shall have to make his/her own arrangement for the respective supply at his/her own cost with the approval of the Council.

**10.** The occupier shall be responsible for the good maintenance of the building allotted to him/her. He/she shall make good at his own costs all damages caused to the building in the exercise of his/her trade.

**11.** The occupier shall abide by, obey and be subject to the Council Regulations which now are or may hereafter be enforced or passed and nothing herein contained shall be held to affect or limit the full effect of the said regulations.

**12.** Should the Council decide at any time to pull down and reconstruct the building, the Council shall be entitled to put an end to the contract by giving six (6) months advance notice to the Occupier of his intention to do so and the Occupier shall thereupon vacate the locus at the appropriate date; the occupier shall not be entitled to the payment of any indemnity, compensation or damages.

**THE DISTRICT COUNCIL OF SAVANNE,**  
**HEAD OFFICE, LADY BARKLY STREET, SOUILLAC**

.....

Name:

*Occupier*

.....

*Chairperson*

.....

*Chief Executive*

The District Council of Savanne

### **Submission of Bids**

- (1) Bid documents can be collected on weekdays between 9.00 hrs to noon and 12.30 hrs to 15.00 hrs from the Public Health Department at The District Council of Savanne, Lady Barkly Street, Souillac or downloaded from the Council's website <http://www.dcsavanne.mu>.

Bid submission form duly filled in and sealed in plain envelope not bearing any mark or name indicating the identity of the tender but clearly marked 'Tender for Tuck Shop No 1 at Souillac Traffic Centre' shall be **deposited** in the Tender Box at the Administrative Department at, District Council of Savanne Head Office, Lady Barkly Street, Souillac at latest by on or before **Monday 5 December 2022 by 15.00 hrs at latest.**

#### *Note*

- 1. Bids received either after the specified closing date and time or received by post, fax or email will not be accepted.*
- 2. Incomplete, inadequate or inaccurate filling of the bid form and applications not made on the prescribed form shall entail the automatic elimination of applicants from the exercise.*

*The District Council of Savanne  
Lady Barkly Street  
Souillac*

*Ag. Chief Executive  
10 November 2022*



**THE DISTRICT COUNCIL OF SAVANNE  
PUBLIC HEALTH DEPARTMENT  
NOTICE NO 3/2022  
TENDER SUBMISSION FORM**

**Occupation of Tuck Shop No 1 at Souillac Traffic Centre**

Surname of Bidder: .....

Other Name: .....

Address: .....  
.....

Telephone Number: Home..... Mobile .....

<b>Amount Quoted for a period of 3 years</b>	Tuck Shop No. 1	Rs .....	<b>Dimension:55 m<sup>2</sup></b> Sale of foodstuffs and non-foodstuffs/Handicraft products / Victualler
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*\* The bid price is for an initial period of three years, which will increase by 10% in the event the Authorisation contract is renewed for a further period of 3 years.*

National Identity Card No: Yes  No   
*(copy submitted)*

Birth Certificate: Yes  No   
*(copy submitted)*

Marriage Certificate Yes  No   
*(copy submitted)*

Employment Registration Card: Yes  No   
*(copy submitted)*

Utility Bills (CEB, CWA or MT): Yes  No   
*(copy submitted)*

I, the undersigned, hereby certify that all the above information are true and correct and that I have taken note of all the conditions related to this application to which I agree to abide.

Date : .....

.....  
**Signature of Bidder**

*Tender – Notice No 3/2022*