

**People's Democratic Republic of Algeria**  
**Ministry of Higher Education and Scientific Research**

University of Mohamed Boudiaf – M'sila

Secretary General

Assistant direction of means and maintenance



عقد:

No : 03/2021

On : February 09, 2021

**Maintenance works– Hygiene fees**  
**(Removal, transporting and waste treatment in the center**  
**of waste landfill)**

Pursuant to provisions of the presidential decree No 15-247 of September 16, 2015 establishing regulation of public procurement and public service delegations.

**This contract is concluded between:**

**University of Mohamed Boudiaf – M'sila, represented by Mr. Kamal Badari, Rector of university**

Contracting service  
On one side

**And : Public Provincial institution of waste landfill center management - M'sila**  
**Represented by Mr. Aouididi Ayoub, Director General of the institution**

Contractor  
On the other side

**Now, therefore, the parties hereto agree as follows :**

# Declaration of Honesty

1. Identification of the contracting service:

Designation of the contracting service: **University of Mohamed Boudiaf – M'sila**

2. Contract Object :

**Maintenance works – salubrity fees (removal, transporting and waste treatment in the center of waste landfill)**

3. Presentation of the Contractor or applicant:

Name, nationality, date and place of birth of the signatory who has the quality to commit in the name of the company when concluding this contract: **Aouididi Ayoub, Algerian, January 19, 1968 M'sila, acting as:**

**On behalf of the company he represents**

**Designation of the company:** Public provincial institution of waste landfill centers management of M'sila

**Company address:** Nouvelle Cité administrative – M'sila

**Legal form of company:** Public, industrial and commercial company

**Number and date of registration in Trade Register:** 09 B 0563150 \_ 00/28 on April 10, 2019

4. Declaration of the Contractor or applicant:

\*I declare that neither I nor any of my employees or representatives have been the subject of legal proceedings for corruption or attempted to bribe public officials.

No  Yes

\*I undertake not to have recourse to any act or maneuver in order to facilitate or privilege the treatment of my offer at the expense of fair competition.

\* I undertake not to have recourse to any acts or maneuvers tending to promise offering or granting to a public agent, directly or indirectly, either for himself or for another entity, a remuneration or a benefit of any nature, for the preparation, negotiation, execution or control of public procurement or rider.

\*I declare that i am aware that the discovery of consistent indications of partiality or corruption before, during or after the procedure for awarding a public contract or an rider, without prejudice to legal proceedings, would constitute a sufficient reason to take any coercive measure, in particular to terminate or to cancel this procurement or the rider and to include the company on the list of economic operators prohibited from participating in public procurement.

\*I certify, under penalty of the application of the sanctions provided by article 216 of Order No 66-156 of June 08, 1966, bearing the Penal Code that the information provided above is correct.

**Issued in M'sila on February 01, 2021**

Signature of Contractor or applicant:

**(Name and quality of the signatory and Seal of the Contractor or applicant)**

## **Important:**

- You can tick (x) the appropriate box.
- You shall tick all the appropriate boxes.
- In case of group, each member shall make his own declaration.
- In case of subcontracting, each sub-contractor shall make his own declaration.
- In case of an allotment, submit a single declaration for all the lots. The lot number (s) must be mentioned in section 2 of this declaration.
- When the applicant or Contractor is a physical person, he shall adapt the specific sections of the companies, to individual corporates.

# Declaration of application:

1. Identification of the contracting service:

Designation of the contracting service: **University of Mohamed Boudiaf – M'sila**

2. Contract Object :

**Maintenance works – salubrity fees (removal, transporting and waste treatment in the center of waste landfill)**

3. object of application:

this application declaration shall be made within an allotted contract

No or  Yes

4. Presentation of the Contractor or applicant:

Name, nationality, date and place of birth of the signatory who has the quality to commit in the name of the company when concluding this contract: **Aouididi Ayoub, Algerian, January 19, 1968 M'sila, acting as:**

**On behalf of the company he represents**

**Designation of the company:** Public institution of waste landfill centers management of M'sila

**Company address:** Nouvelle Cité administrative – M'sila

**Legal form of company:** Public, industrial and commercial company

**Number and date of registration in Trade Register:** 09 B 0563150 \_ 00/28 on April 10, 2019

5/ Declaration of the applicant or Contractor:

**the applicant or Contractor declares that he is not prohibited or excluded from participating in public procurement:**

- For refusing to complete his offer or for failing to perform a public contract;
- Due to the fact that he is in a state of bankruptcy, liquidation, cessation of activity or the fact that he is the subject of procedure relating to one of these situations;  
For having been the subject of a judgment having the force of res judicata due to a infringement affecting his professional probity;
- For making a false declaration;
- That he is registered on the list of failing firms;
- That he is registered on the list of economic operators prohibited from participating in public procurement;
- That he is registered in the national file of frauds, perpetrators of serious infringements of the laws and tax, customs and trade regulations;
- For having been the subject of a final conviction by the courts for a serious breach of the legislation of work and social security;  
That he is a foreign company which has not honored its commitment to invest;
- That he does not fulfill his fiscal and parafiscal obligations and towards the body in charge of paid holidays and untimely unemployment in the construction, public works and hydraulic sectors, where

applicable If so, for companies incorporated under Algerian law and foreign companies having already practiced in Algeria;

- For not having carried out the legal deposit of his accounts, for companies governed by Algerian law;

Yes  or No

- the applicant or Contractor declares:

- The candidate or Contractor declares that he is not in legal settlement and that his criminal record dating from less than three (3) months is marked "None". Otherwise, he must attach the judgment and the judicial record. In the event that the company is the subject of a judicial settlement or composition, the candidate or Contractor declares that he is authorized to continue his activity

- Registered in the Trade Register, related to the object of this contract, under the NO 09 B 0563150 – 00/28

- He has a fiscal identification number as follows: 000928019006347, issued by the Public Department of taxation

- The applicant or Contractor declares that there are no privileges, collateral, pledges and / or mortgages registered against the company.

Yes or  NO

- The applicant or Contractor declares that the company has not been condemned for infringement in application of the order NO 03-03 of July 19, 2013, amended and completed, relating to competition or in application any other equivalent act:

Yes  or No

- The applicant or Contractor, alone or in a group, declares that he has the necessary capacities for the execution of the procurement contract and produces for this purpose the documents requested by the contracting service in the specifications:

**\*1 Technical bid:**

- Declaration of honesty completed and signed by the Contractor.
- Declaration of Application completed and signed by the Contractor.
- Declaration of subscription completed and signed by the Contractor.
- Contractors instructions signed and sealed by the Contractor
- Trade register
- Original copy of the criminal record dating from less than (03) months.
- Certified copy of tax form dating from less than (03) months.
- CNAS certificate, valid updated certified copy.
- CASNOS certificate; valid updated certified copy.
- Number of the fiscal identification, certified copy.

**2\*Financial bid**

- Bid letter, filled, signed and sealed by the Contractor
- Unit price table, signed and sealed by the Contractor.
- Quantitative estimate quotation, signed and sealed by the Contractor.

- the applicant or Contractor declares that:

the company is qualified and / or accredited by a public administration or a specialized body for this purpose, when this is provided for by a regulatory text:

Yes  or NO

The applicant or Contractor presents a subcontractor:

Yes  or NO

### 6/ Signature of the Contractor or applicant:

I affirm, under penalty of termination of the contract or its enforcement to the expense of the company, that this company does not fall under the prohibitions provided by the legislation and the regulations in force.

I certify, under penalty of the application of the sanctions provided for by article 216 of order NO 66-156 of June 8, 1966 of the Penal Code, that the above-mentioned information is correct.

Name and quality of the signatory	Signed On: In:	Signature
Aouididi Ayoub Director General	<b>M'sila on February 01, 2021</b>	

### **Important**

- You can tick (x) the appropriate box.
- You shall tick all the appropriate boxes.
- In case of group, each member shall make his own declaration.
- In case of an allotment, submit a single declaration for all the lots. The lot number (s) must be mentioned in section 2 of this declaration.
- When the applicant or Contractor is a physical person, he shall adapt the specific sections of the companies, to individual corporates.

# Declaration of Subscription

## 1. Identification of the contracting service:

Designation of the contracting service: **University of Mohamed Boudiaf – M'sila**

Name and quality of the signatory of this contract: **:Badari Kamel, University of Mohamed Boudiaf – M'sila**

## 2. Identification of the Contractor and designation of the group chief, in case of group:

Identification of the Contractor (re-write the name of the company as it is mentioned in the declaration of application):

One Contractor

**Name of the company:** Public Provincial institution of waste landfill centers management of M'sila

## 3. Object of the declaration of subscription:

Object of the contract: Maintenance works – hygiene fees (removal, transporting and waste treatment in the waste landfill center)

Province (s) in which services object of this contract are delivered : M'sila

This subscription declaration is presented within an allotted contract: :

No  or Yes

## 4. Contractor commitment :

After having read the constituent parts of the public contract provided for in the specifications, and in accordance with their clauses and stipulations

Signatory

commits the company, on the basis of his offer,

Designation of the company: Public provincial institution of waste landfill centers management – M'sila

Company address: Nouvelle Cité administrative – M'sila

Legal form of company: Public, industrial and commercial company

Number and date of registration in Trade Register: 09 B 0563150 \_ 00/28 on April 10, 2019

Name, nationality, date and place of birth of the signatory who has the quality to commit in the name of the company when concluding this contract: **Aouididi Ayoub, Algerian, January 19, 1968 M'sila.**

Deliver the necessary material or services at the prices mentioned in the bid proposal provided in this contract, within: **During the financial year 2021.**

this contract enters into force according to the terms provided in the specifications.

The present commitment binds me for the period of validity of the offers.

## 5. Signature of the bid by the Contractor :

I affirm, under penalty of termination of the contract or its enforcement to the expense of the company, that this company does not fall under the prohibitions provided by the legislation and the regulations in force.

I certify, under penalty of the application of the sanctions provided for by article 216 of order NO 66-156 of June 8, 1966 of the Penal Code, that the above-mentioned information is correct.

Name and quality of the signatory	Signed On: In:	Signature
Aouididi Ayoub Director General	<b>M'sila on Ferbruary 01, 2021</b>	

#### 6. Decision of the contracting service :

The committee suggested to attribute this project to the contractor: **Public Provincial institution of waste landfill centers management – M'sila**, with total price, all taxes included, of: **599 760.00 Algerian Dinar**.

**This bid is accepted**

**Issued in M'sila on:**

**Signature of the contractor service representative**

#### **Important**

- You can tick (x) the appropriate box.
- You shall tick all the appropriate boxes.
- In case of group, each member shall make his own declaration.
- In case of an allotment, submit a single declaration for all each lot.
- Fro each option, a declaration must be presented.
- Only one declaration should be made for all the optional prices.
- When the applicant or Contractor is a physical person, he shall adapt the specific sections of the companies, to individual corporates.



# Letter of Submission

## 1. Identification of the contracting service:

Designation of contracting service: **University of Mohamed Boudiaf – M'sila**

Name and quality of the signatory of this contract: **Badari Kamel, University of Mohamed Boudiaf – M'sila**

## 2. Identification of the Contracto:

Identification of the Contractor (re-write the name of the company as it is mentioned in the declaration of application):

One Contractor

**Name of the company:** Public Provincial institution of waste landfill centers management – M'sila

## 3. Object of the declaration of subscription:

Object of the contract: **Maintenance works – hygiene fees (removal, transporting and waste treatment in the waste landfill center)**

Province (s) in which services object of this contract are delivered : **M'sila**

This subscription declaration is presented within an allotted contract:

No  or Yes

## 4. Contractor commitment :

Signatory

commits the company, on the basis of his bid,

**Designation of the company:** Public provincial institution of waste landfill centers management of M'sila

**Company address:** Nouvelle Cité administrative – M'sila

**Legal form of company:** Public, industrial and commercial company

**Number and date of registration in Trade Register:** 09 B 0563150 \_ 00/28 on April 10, 2019

Name, nationality, date and place of birth of the signatory who has the quality to commit in the name of the company when concluding this contract: **Aouididi Ayoub, Algerian, January 19, 1968 M'sila.**

After having read the constituent parts of the public contract provided for in the specifications, and in accordance with their clauses and stipulations

Deliver the necessary material or services at the prices mentioned in the bid proposal provided in this contract, within: **During the financial year 2021.**

this contract enters into force according to the terms provided in the specifications.

The present commitment binds me for the period of validity of the offers.

After having read the pieces of the project contract and after having appreciated under my responsibility, the nature and complexity of the services to be performed:

I deliver a price table and detailed estimating form, bearing my signature, according to the boxes mentioned in the project contract file.

Submit and commit toward: University of Mohamed Boudiaf – M'sila, to execute the services according to the special requirements and against the price of:

Price excluding tax: **504 000.00 Algerian Dinar.**

Price excluding tax in letter : **Five hundred and four thousand Algerian Dinar.**

All tax included: **599 760.00 Algerian Dinar.**

All tax included in letter: **Five hundred ninety–nine thousand seven hundred and sixty Algerian Dinar**

**Budget record: Department of Management, Door NO: 18 Maintenance works, Article NO: 03 Hygiene fees, Budget of University of Mohamed Boudiaf – M'sila.**

The contracting service pays the owed sums in the bank account NO 00500364401769344133 at: **Bank of Local Development Agency: M'sila** in the name of: **EPIC E P W G C E T M'SILA**

5. Signature of the bid by the Contractor :

I affirm, under penalty of termination of the contract or its enforcement to the expense of the company, that this company does not fall under the prohibitions provided by the legislation and the regulations in force.

I certify, under penalty of the application of the sanctions provided for by article 216 of order NO 66–156 of June 8, 1966 of the Penal Code, that the above–mentioned information is correct.

Name and quality of the signatory	Signed On: In:	Signature
Aouididi Ayoub Director General	<b>M'sila on February 01, 2021</b>	

Decision of the contracting service :

**This bid is accepted**

Issued in M'sila on:

**Signature of the contractor service representative**

**Important**

- You can tick (x) the appropriate box.
- You shall tick all the appropriate boxes.
- In case of group, one declaration shall be presented by all the group..
- In case of an allotment, submit a single declaration for each lot.
- Fro each option, a declaration must be presented.
- Only one declaration should be made for all the optional prices.
- When the applicant or Contractor is a physical person, he shall adapt the specific sections of the companies, to individual corporates.

## **Agreed contract provisions:**

## **ARTICLE 01: MODALITY OF CONTRACT:**

This contract is concluded according to article 13 of the presidential decree NO: 15-247 of September 16, 2015, providing regulation of public procurement and public service delegations.

## **ARTICLE 02: IDENTIFICATION OF CONTRACTING PARTIES:**

**the present contract is concluded between**

**University of Mohamed Boudiaf – M'sila, represented by Mr. Kamal Badari, Rector of university**

**Contracting service**  
**One side**

**And : Public Provincial institution of waste landfill center management of M'sila**

**Represented by Mr. Aouididi Ayoub, Director General of the institution**

**Contractor**  
**On the other side**

## **ARTICLE 03: OBJECT OF CONTRACT**

**Object of contract: the purpose of this contract is:**

**Maintenance works - salubrity fees (removal, transporting and waste treatment in the center of waste landfill)**

## **ARTICLE 04: PRICE OF CONTRACT:**

**All tax included: 599 760.00 Algerian Dinar.**

**All tax included in letter: Five hundred ninety-nine thousand seven hundred and sixty Algerian Dinar**

## **ARTICLE 05: CORRECTION OF CALCULATION ERRORS**

Whatever the computation errors, the correct reference is the unit price written in letter.

## **ARTICLE 06: EXECUTION DEADLINE**

- the term of this contract is: **during the financial year 2021.**
- The contractor shall start the execution of his commitments according to a preliminary order form sent to the contracting service. He shall respect the fixed term of execution.
- The contract enters into force after the certification of the competent authority, and it shall be signed by both parties who shall commit to its provisions.

## **Article 07: Bank of Payment**

The contracting service pays the owed sums in the bank account NO 00500364401769344133 at: **Bank of Local Development Agency: M'sila** in the name of: **EPIC E P W G C E T M'SILA**

## **ARTICLE 08: PRICE:**

- Prices are fixed and irreversible.
- Price is fixed with Algerian Dinar.
- Price extends to all taxes included..
- Contractor remuneration is limited to the unit price mentioned on the quantitative and estimating form, applied to the completed services.

## **Article 09: Modality of payment**

The contractor prepares a final invoice according to the billing procedures in place in accordance with the applicable regulation, and pays the amount in the bank account mentioned in the final invoice, where the payment is made in the deadline according to the procedures of public expenditures.

## **Article 09: Pledge**

The present contract is able to be subject to pledge in accordance with the provisions provided in Article 145 of the presidential decree NO 15/247 of September 16, 2015 establishing regulation of public procurement and public service delegations, and parties concerned to pledge are:

**Mr. Kamel Badari, Rector of University of Mohamed Boudiaf - M'sila, as the employee in charge of providing information.**

**Mr.: the State accountant at University of Mohamed Boudiaf - M'sila, as agent in charge of payment.**

## **ARTICLE 11: SANCTION FOR DELAY**

Failure to implement contractual obligations by the contractor within the prescribed deadlines or their non-conformed execution may result in financial sanctions without prejudice to the application of sanctions not provided for in the applicable legislation.

\*The amount of these financial sanctions is estimated to be a daily rate for the delayed days, calculated as follows : 
$$S = \frac{P}{D \times 7}$$

**S** :Daily sanction.

**P**: The price of the contract, including the increase or reduction of the amounts of supplements, where necessary.

**7**:Coefficient of sanction for delay.

**D**:Term of execution mentioned in days..

\*The total price of the delay sanction should not exceed (10%) from the price of the contract.

The decision to waive the payment of financial sanctions due to delay, in accordance with article 147 above-mentioned, is due to the responsibility of the contracting service in the following cases:

- When the delay is not caused by the contractor to whom orders to stop or resume supplies were delivered.
- In the case of force majeure, where deadlines are suspended and financial sanctions are not imposed due to delay, within the limits of the orders taken by the contracting service in the interruption and resumption of service.

### **ARTICLE 12: TERMINATION OF CONTRACT**

If the contractor does not fulfill its obligations, therefore a notification shall be sent by the contracting service to fulfill his contractual obligations in the provided term. And if the contractor does not remedy its default in the deadline provided on the notification, the contracting service can unilaterally terminate the contract and can also do partial termination of the contract, in accordance with Article 149 of Presidential Decree No. 15-247 of September 16, 2015, which includes the regulation of public procurement and the delegation of the public service.

Pursuant to article 150 of the 149 of the Presidential Decree No. 15-247 of September 16, 2015, providing regulation of public procurement and the delegation of the public service, the contracting service may unilaterally terminate the contract, when the purpose is justified for the public interest, even without the default of the contractor.

In addition to the unilateral termination, mentioned in articles 149 and 150 above, the contractual termination of the contract may be carried out when it is justified by circumstances beyond the control of the contractor, in accordance with the conditions expressly stipulated for this purpose, in accordance with article 151 of Presidential Decree No. 15-247 providing regulation of public procurement and the delegation of the public service

The contracting service decision to terminate the contract cannot be opposed when applying the contractual terms of the guarantee and the follow-ups aiming to repair the damage caused by the fault of the contractor, and, furthermore, the latter bears the additional costs resulting from the new contract.

### **ARTICLE 13: SETTLEMENT OF DISPUTES**

In accordance with Article 153 of the Presidential Decree No.15-247 of September 16, 2015, providing regulation of regulation of public procurement and the delegation of the public service , disputes that arise when the contract is executed within the framework of the applicable legislative and regulatory provisions, the contracting service shall seek, without prejudice to the application of the above-mentioned provisions, to a amicable solution of disputes that arise when ever permitted by the parties: .

- To balance the costs of each party.
- To reach the fastest completion of the contract theme.
- To get a quicker and final settlement with less costs.

In the event of disagreement between the parties, the dispute will be brought before the Dispute Amicable Settlement Committee of the jurisdiction established under article 154 of the Presidential Decree No.15-247 of September 16, 2015, providing regulation of regulation of public procurement and the delegation of the public service, for consideration, the contracting service shall have recourse to this amicable settlement of disputes before each prosecution before the court, and the Committee should look at the elements relating to the law or facts to find a amicable and equitable solution to disputes arising from the execution of contracts.

**Issued in M'sila, on .....**

**Contracting Service**

**Contractor**

**People's Democratic Republic of Algeria**  
**Ministry of Higher Education and Scientific Research**

University of Mohamed Boudiaf – M'sila

Secretary General

Assistant direction of means and maintenance



**Maintenance works– Hygiene fees**

**(Removal, transporting and waste treatment in the center of waste landfill)**

**Table of Unit Price**

No	Articles	Unit	Number	Unit price tax excluded	Price tax excluded
1	Cost of waste Removal, transporting and treatment Place concerned with waste removal: University Center: next to Law Faculty Pole university: next to Mathematics faculty	round	80	6.300.00	504.000.00

<b>Total price excluding tax</b>	<b>504.000</b>
<b>Added value tax</b>	<b>95.760.00</b>
<b>Total price including tax</b>	<b>599.760.00</b>

**Term of execution:** during the financial year 2021

Total price tax included in letter: **Five hundred ninety-nine thousand, seven hundred and sixty Algerian Dinar**

Issued in M'sila, on .....

Contracting Service

Contractor