



Independent Review Panel

Decision No. 09/26

In the matter of:

ATICS LTD

(Applicant)

v/s

**Ministry of Environment, Solid Waste Management and Climate Change
(Solid Waste Management Division)**

(Respondent)

(Cause No. 19/26/IRP)

Decision



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A. History of the case

On 24 March 2026, the Ministry of Environment, Solid Waste Management and Climate Change (Solid Waste Management Division) (Respondent) proceeded with an open national bidding for the Operation and Maintenance of La Chaumière Transfer Station and Transportation of Wastes from La Chaumière Transfer Station to Mare Chicose Landfill for a Period of 5 Months – Procurement Reference No.: ENV/SWM/EPROC/ONB/41/2025-2026 E-Proc Reference: SWMD/IFB/2026/212.

The closing date for submission of bids 17 April 2026 and the opening of bids was effected on 20 April 2026.

Three (3) bids were received and Atics Ltd, the Applicant, was one of the bidders.

B. Challenge

On 21 April 2026, the Applicant challenged the proceedings on the following grounds:

Bidder's grounds for challenge:

1. The procurement proceedings for La Chaumière Transfer Station started as early as 24th October 2025. SOTRAVIC LTEE, then excluded from participating in all public procurement exercises of the Ministry, used its related company under common directorship and shareholding of Mr. Pierre Billy Ah Sue, Sotravic International Ltd, to participate in the proceedings and to challenge the proceedings at initial stage of bid opening (**Annexure 2** – Letter dated 21 June 2025 from the Ministry)
2. Mr. Pierre Billy Ah Sue holds a controlling interest in both SOTRAVIC LTEE and Sotravic International Ltd. Sotravic International Ltd is a dormant entity, with no relevant operational experience, no recorded turnover for the past four years, and which has not filed its financial statements at the Registrar of Companies since 2021 (Refer to **Annexure 3** – Extract of File from the Registrar of Companies).

Having regard to the requirements of the tender, Sotravic International Ltd was neither eligible nor qualified to participate in the procurement exercise. Notwithstanding this, it proceeded to challenge that this course of action was deliberate and strategic, with the intention of suspending or delaying the procurement process until such time as SOTRAVIC LTEE would become eligible again to participate in the bidding exercise for the La Chaumière Transfer Station.

3. Fraudulent Practice (Section 1, Clause 4.3(ii))

Under Section 1, Clause 4.3(ii), a “fraudulent practice” is defined as:



“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.”

SOTRAVIC LTEE, through Sotravic International Ltd, where Mr Pierre Billy Ah Sue, as a majority shareholder of both entities, has a controlling interest, knowingly and recklessly mislead the Public Bodies by engaging in a process to delay the procurement proceedings for La Chaumiere Transfer Station by filing a challenge on 28th October 2025 at the opening of bids (**Annexure 4** – Decision 3 of 2026 of the IRP).

This conduct was intentional and calculated, with the purpose of delaying the procurement process and securing an indirect advantage pending the expiry of SOTRAVIC LTEE’s disqualification.

We note that SOTRAVIC LTEE filed two applications for review during the period of its suspension, as reflected in Independent Review Panel Decision Nos. 9 and 10 of 2025 (**Annexures 5 and 6**). Notwithstanding its ineligibility, the company proceeded to orchestrate a further challenge through a different bidder, namely Sotravic International Ltd, an entity under the same controlling shareholder, Mr Pierre Billy Ah Sue. Sotravic International Ltd, being unqualified and ineligible for the procurement exercise CPB12/2025, was used as a vehicle to pursue a third challenge.

4. Collusive Practice (Section 1, Clause 4.3(ii))

Pursuant to Section 1 of the ITB, Clause 4.3(iii), a “collusive practice” is defined as:

“an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.”

SOTRAVIC LTEE and Sotravic International Ltd, being entities under common control, engaged in a collusive arrangement whereby Sotravic International Ltd was used as a vehicle to improperly influence and delay the procurement process during the period in which SOTRAVIC LTEE was suspended and ineligible to participate.

5. Conflict of Interest (Section 1 of the ITB at Clause 7)

Section 1 of ITB at Clause 7.1 states that “A Bidder shall not have a conflict of interest. **All bidders found to have a conflict of interest with one or more parties in this bidding process, if : (a) they have a controlling partner in common;**

A conflict of interest arises by reason of:

- (i) **Common controlling ownership**, with Mr Pierre Billy Ah Sue exercising control over both Sotravic International Ltd and SOTRAVIC LTEE entities, used Sotravic International Ltd as a vehicle to circumvent the exclusion of SOTRAVIC LTEE and to interfere with the procurement process.





ATICS LTD
v/s

6. Conflict of Interest (Section 1 of the ITB at Clause 7)

Section 1 of ITB at Clause 7.1 states that “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 :**

“(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”;

SOTRAVIC LTEE and Sotravac International Ltd are entities under the common control of Mr Pierre Billy Ah Sue (**Annexures 7 and 8** – Extracts of File). The present procurement exercise cannot be viewed in isolation. It forms part of a continuing procurement process for sustainability the same scope of works, which commenced as early as 24 October 2025 (Annexure 9 – CPB Ref: CPB/12/2-25) and has since been re-issued on 23 March 2026. This is further confirmed by Addendum No. 1 at paragraphs 3.1 and 3.1.1 **Annexure 10** – Addendum No. 1)

Within this continuum, the relationship between SOTRAVIC LTEE and Sotravac International Ltd has placed them in a position to coordinate their conduct and influence the procurement process, including through the lodging of challenges at critical stages. This conduct was not incidental but formed part of a deliberate strategy to interfere with and delay the proceedings, with the objective of influencing the decision of the Ministry in circumstances where SOTRAVIC LTEE was otherwise ineligible to participate.

In such circumstances, the entities are plainly not independent bidders, and their relationship falls squarely within Clause 7.1(d) of the Instruction to Bidders, thereby triggering mandatory disqualification.

C. Reply to Challenge:

On 27 April 2026, the Respondent, in reply to the challenge of the Applicant, stated that: -

8	Bidder's Ground for Challenge	
8.1	The procurement proceedings for La Chaumiere Transfer Station started as early as 24th October 2025. SOTRAVIC LTEE, then excluded from participating in all public procurement exercises of the Ministry, used its related company under common directorship and shareholding of Mr. Pierre Billy Ah Sue, Sotravac International Ltd, to participate in the proceedings and to challenge the proceedings at initial stage of bid opening	This does not relate to this procurement exercise




	(Annexure 2 – Letter dated 21 June 2025 from the Ministry)	
8.2	2. Mr. Pierre Billy Ah Sue holds a controlling interest in both SOTRAVIC LTEE and Sotravic International Ltd. Sotravic International Ltd is a dormant entity, with no relevant operational experience, no recorded turnover for the past four years, and which has not filed its financial statements at the Registrar of Companies since 2021 (Refer to Annexure 3 – Extract of File from the Registrar of Companies). Having regard to the requirements of the tender, Sotravic International Ltd was neither eligible nor qualified to participate in the procurement exercise. Notwithstanding this, it proceeded to challenge that this course of action was deliberate and strategic, with the intention of suspending or delaying the procurement process until such time as SOTRAVIC LTEE would become eligible again to participate in the bidding exercise for the La Chaumière Transfer Station.	Not relevant to this procurement exercise.
8.3	Fraudulent Practice (Section 1, Clause 4.3(ii))	
	Under Section 1, Clause 4.3(ii), a “fraudulent practice” is defined as: “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.” SOTRAVIC LTEE, through Sotravic International Ltd, where Mr Pierre Billy Ah Sue, as a majority shareholder of both entities, has a controlling interest, knowingly and recklessly mislead the Public Bodies by engaging in a process to delay the procurement proceedings for La Chaumiere Transfer Station by filing a challenge on 28th October 2025 at the opening of bids (Annexure 4 – Decision 3 of 2026 of the IRP). This conduct was intentional and calculated, with the purpose of delaying the procurement process and securing an indirect advantage pending the expiry of SOTRAVIC LTEE’s disqualification. We note that SOTRAVIC LTEE filed two applications for review during the period of its suspension, as reflected in Independent Review Panel Decision Nos. 9 and 10 of 2025 (Annexures 5 and 6). Notwithstanding its ineligibility, the	Not relevant to this procurement exercise. No comment.



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	company proceeded to orchestrate a further challenge through a different bidder, namely Sotravic International Ltd, an entity under the same controlling shareholder, Mr Pierre Billy Ah Sue. Sotravic International Ltd, being unqualified and ineligible for the procurement exercise CPB12/2025, was used as a vehicle to pursue a third challenge.	Not relevant to this procurement exercise.
8.4	Collusive Practice (Section 1, Clause 4.3(ii))	
	Pursuant to Section 1 of the ITB, Clause 4.3(iii), a “collusive practice” is defined as: “an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.” SOTRAVIC LTEE and Sotravic International Ltd, being entities under common control, engaged in a collusive arrangement whereby Sotravic International Ltd was used as a vehicle to improperly influence and delay the procurement process during the period in which SOTRAVIC LTEE was suspended and ineligible to participate.	Not relevant
8.5	Conflict of Interest (Section 1 of the ITB at Clause 7)	
	Section 1 of ITB at Clause 7.1 states that “A Bidder shall not have a conflict of interest. All bidders found to have a conflict of interest with one or more parties in this bidding process, if : (a) they have a controlling partner in common; A conflict of interest arises by reason of: (i) Common controlling ownership, with Mr Pierre Billy Ah Sue exercising control over both Sotravic International Ltd and SOTRAVIC LTEE entities, used Sotravic International Ltd as a vehicle to circumvent the exclusion of SOTRAVIC LTEE and to interfere with the procurement process.	Not proven.
8.6	Conflict of Interest (Section 1 of the ITB at Clause 7)	
	Section 1 of ITB at Clause 7.1 states that “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 : “(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	Not relevant 



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statements at the Registrar of Companies since 2021 (Refer to **Annexure 2** – Extract of File from the Registrar of Companies).

Having regard to the requirements of the tender Sotravac International Ltd was neither eligible nor qualified to participate in the procurement exercise. Notwithstanding this, it proceeded to challenge the procurement at the stage of opening of bid. It is submitted that this course of action was deliberate and strategic, with the intention of suspending or delaying the procurement process until such time as SOTRAVIC LTEE would become eligible again to participate in the bidding exercise for the La Chaumière Transfer Station.

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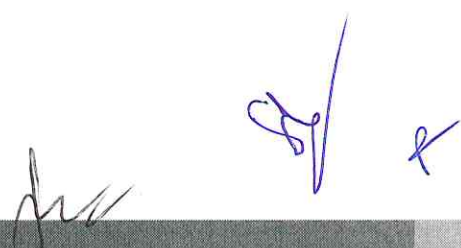
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Within this continuum, the relationship between SOTRAVIC LTEE and Sotravac International Ltd has placed them in a position to coordinate their conduct and influence the procurement process, including through the lodging of challenges at critical stages. This conduct was not incidental but formed part of a deliberate strategy to interfere with and delay the proceedings, with the objective of influencing the decision of the Ministry in circumstances where SOTRAVIC LTEE was otherwise ineligible to participate.

In such circumstances, the entities are plainly not independent bidders, and their relationship falls squarely within Clause 7.1(d) of the Instruction to Bidders, thereby triggering mandatory disqualification.

E. The Hearing

The hearing was held on 18 May 2026.



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The Applicant was represented by Mrs Amira Peeroo together with Mr Mitradeva Rao Sydamah, Counsels whilst Mrs A. Faugoo Boolell, Senior State Counsel, instructed by Miss H. Rohom, State Attorney, appeared for the Respondent.

Mr Premdath Rughoobur, Director, deposed as witness for the Applicant whilst Mr N. Moorlah, Principal Project Officer deposed for the Respondent.

F. Findings

This Application came before the Independent Review Panel for review at a time when the bidding exercise is still at the initial stage. There has only been opening of the bids.

The Applicant has applied for review on the grounds that the procurement proceedings which in fact started in October 2025. At that time SOTRAVIC LTEE was excluded from participating in all Public Procurement exercises.

In 2025, SOTRAVIC LTEE did not participate as it was excluded from participating in any bidding exercise launched by the Public Body but there was a participation through a company under the name of Sotravic Internation Ltd which had common Directors and Shareholders in both companies.

In 2025 the bidding exercise was for a contract for a period of 30 months but was cancelled on 30 March 2026. A new bidding exercise was launched in March 2026 for a contract period of 5 months. This time SOTRAVIC LTEE is one of the bidders.

According to Counsel appearing for the Applicant, the invitation to bid in October 2025 and the present one is a continuity whereas counsel appearing for the Public Body is of different view.

The Public body has raised preliminary objections as follows:

The application is premature and ought to be set aside inasmuch as:

- i. The evaluation exercise in respect of the bidding exercise under review has not yet been undertaken;
- ii. No breach of duty by the Respondent as a public body has arisen;
- iii. The Applicant has not suffered, nor is likely to suffer, any loss or injury as required under section 43(1) of the Public Procurement Act; and
- iv. The application is directed as speculative allegations rather than any reviewable decision of the Respondent.

Counsel for the Applicant was of different view. According to her, the present application is not premature. This application is under Section 43(3)(b) and under Regulation 48. The

objection has arisen at the opening of the bids. It was further submitted that Sotravic Ltee who had tendered the bid for five months contract had in fact submitted a bid for the 30 months contract but under a different entity having the same controlling power namely Sotravic International Limited.

The *preposé* of the Public Body in cross examination replied that he is not aware about Sotravic International Ltd and cannot say much about the previous tender which was launched for a period of 30 months and the same was cancelled. He is concerned with the present one which is for a period of 5 months. It was further submitted before this Panel that the Bids have not yet been evaluated.

Should this panel consider that the bidding exercise for a contract period of 30 months which was cancelled and the present one which is for a contract period of 5 months is the same and/or is a continuity.

The Panel has a different opinion. A bid which has been cancelled cannot be considered as a continuity. The present one is in our opinion a new bidding exercise that the Public Body has called upon and therefore there cannot be amalgamation as mentioned by Counsel for the Public Body.

The Panel has gone through all the documents before it including the Statement of Case and Statement of Defence and we are of the view that there is no continuity in the bidding exercises launched in October 2025 and the one launched in March 2026. We also cannot say that the Public Body as at date has committed any breach of duty.

The bids received have not yet been evaluated and no successful bidder has been yet identified and in our opinion the Applicant cannot claim to have suffered or likely to suffer any loss or injury.

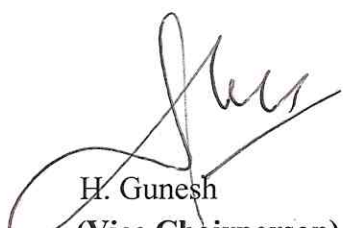
Should the present Applicant still feel aggrieved at the time of the notification of the award after the bidding exercise is completed, still has the opportunity to challenge and apply for a review.



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G. Conclusion

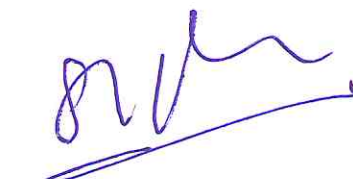
In view of the above, the panel finds no merits in the present application for review and therefore sets it aside.



H. Gunesh
(Vice Chairperson)



R. Mungra
(Member)



S. Ragoobar
(Member)

Dated: 27 May 2026

