



## MAURITIUS SPORTS COUNCIL

### TENDER DOCUMENTS- CANTEEN SERVICES

#### 1. INVITATION TO BID

The Mauritius Sports Council (hereafter referred to as the “Council”) invites tenders of canteen services for the running of the Stadium/Swimming Pool canteens as from 1<sup>st</sup> January 2021 for a one- year period renewable annually upon satisfactory performance to the Council as per requirements detailed below.

#### 1. ELIGIBLE TENDERERS

To be eligible tenderers should:

- (i) Hold a valid trade and Food Handler’s Certificate for running the canteen;
- (ii) Not have a conflict of interest in relation to this procurement requirement;
- (iii) Not be subject to suspension or debarment by the Procurement Policy Office;
- (iv) Not have been convicted for an offence involving fraud, corruption or dishonesty;
- (v) Have at least two years’ experience in the provision of canteen services;
- (vi) Not have had any court case against MSC in connection with the operation of canteen services at the mentioned places; and
- (vii) Not have been a canteen operator at MSC whose contract was terminated for breach of contract.

#### 2. QUALIFICATION OF THE TENDERER

Tenderers should submit:

- (i) Certificates of a valid Food Handler’s Certificate for running the canteen;
- (ii) Details of experience during the last two years, and details of contact persons for further references; and
- (iii) Experience and profile of key personnel proposed for the contract.

It is the purpose of the Council not to allocate a contract to any bidder who does not furnish satisfactory evidence that he has the required experience, ability, personnel, material and financial resources necessary to enable him to provide the required equipment and services successfully, or who has previously failed to satisfactorily perform on any current or previous contract.

The Bidder shall complete **SCHEDULE ONE** of this document with a view to provide the Council with such information and data for this purpose and also authorize the Council to make such investigation as it deems fit to determine the ability of the bidder to perform the required services.

### 3. SCOPE OF SERVICE

The Council proposes to enlist the services of a service provider, having the required experience, personnel, material and financial resources, for the provision of catering services on the different sites.

i. The required service includes:

- a. Provision of meals that are value for money, good quality and to the satisfaction of the Council;
- b. A convenient and speedy service;
- c. An adequate choice of menu items and dishes of good quality, well prepared, cooked and served utilizing fresh produce while giving due consideration to healthy eating principles;
- d. Ensuring that canteen users have sufficient variety and choice of nutritionally well-balanced food, and an adequate range and balance of dishes including vegetarian meals and diet menus.
- e. Ensuring that a **high level of hygiene** is always maintained in the canteen area.

ii. The Council reserves the right to:

evaluate standards of prepared food, equipment, quality of fresh produce, meat, fish, vegetables and dry food;

employ a third party to carry out bacteria analysis and hygiene inspections.

iii. The bidders will be required to provide a list of food items (veg and non-veg) including with the respective price.

iv. Selection shall be based on the highest price offered, subject to compliance with specifications, performance standards and duration of service period in accordance with the general terms and conditions.

The successful bidder will:

- (i) provide his own personnel who should be in possession of medical certificates
- (ii) have to submit a list of his personnel together with a photocopy of the medical certificate for each one within one month of the date of the letter of award, and
- (iv) not allow unauthorized persons in the kitchen.

### 4. HOURS OF SERVICE

The Canteen shall be opened:

- (i) for catering during office hours on all working days from 9 00 hours to 17 00 hours and depending on schedule of activities on Saturday, Sunday or Public Holiday.
- (ii) for at least one hour before any competitions or any other events. The schedule for such event will be communicated by the Mauritius Sports Council.
- (iii) In the event the selected service provider is unable to provide a service on any day, the Council will have to be informed in advance, stating the reasons thereof.

### 5. EQUIPMENT

No equipment will be provided by the MSC. The caterer will have to bring his own equipment.

## 6. MANNING

The Contractor will:

(i) provide his own personnel who should be in possession of:

- an appropriate medical certificate.
- an identity card but on no circumstances employ personnel who have a criminal record or are considered as bad characters.

(ii) ensure that his workers who are on duty, be in proper, neat and clean uniform.

All persons engaged by the Contractor shall be the Contractor's own employees and they will claim no privileges from the Mauritius Sports Council. The Contractor will be directly responsible for the administration of his employees as regards general discipline and courteous behavior.

The selected bidder will assess the manning levels necessary to achieve the service requirements and indicate same in **SCHEDULE THREE** of its Bid.

## 7. INFRASTRUCTURE, WATER, ELECTRICITY AND GAS

(i) Gas, electricity, utensils, plates, bowls, glasses, water jugs and cutlery will be at the expense of the caterer.

(ii) The utility charges for Canteen being determined by separate account and borne by Canteen keeper.

(iv) The Contractor shall be responsible for all damages caused by the Contractor himself or his staff and shall be liable to make good to any such damage excepting those due to reasonable use or wear and tear or such as caused by and an act of God.

(v) The Council will not be any way responsible for any loss, threat or damages accruing to any goods, stores or articles that may be kept by the contractor in the Canteen premises.

## 8. MENUS

Please provide for a variety of dishes including vegetarian ones.

No pork meat should be provided.

The selected caterer will have to provide meals pertaining to a variety of cuisines.

## 9. QUALITY/ HYGIENE

I The contractor, while carrying out the operations, shall adhere to the provisions of local legislations including the following Acts and related Regulations:

- Food Act 1998 and its Regulations*
- Occupational Health and Safety Act 2005*
- Catering and Remuneration Order*
- Any other enactment pertaining to the catering sector*

Food shall be of the highest standards, and only fresh produce shall be used. Dry goods shall be stored in suitable conditions. Meats shall be stored separately from chilled foods to prevent cross contamination. The basic requirements in respect of the different products are outlined below:

**The successful caterer will also be required to abide by the conditions as stipulated in the Food Act.**

**The caterer shall be liable in case of food poisoning due to consumption of food from the canteen.**

## **10. “DROIT DE REGARD”**

The MSC will have a “droit de regard” on the type of service being provided, the menu and mode of operations. Surprise checks may carry out to ensure the foregoing.

### **RESPONSIBILITIES OF THE SELECTED SERVICE PROVIDER**

i. The selected service provider will be required to:

comply with the requirements of the Occupational Safety and Health, Act 2005 and any subsequent amendment;

ii. It is desirable for all employees of the selected bidder to be medically screened and fit for duty. The Council may, at its discretion, request the production of the relevant medical report.

iii. Insurance

The caterer must be holder of an insurance to cover the public against any mishap.

## **11. DURATION OF CONTRACT**

The duration of the contract will be one year as from a date to be determined between parties but not later than 120 days from the date of the closure of the tender.

The selected bidder would be on a trial basis for a period of not less than six months.

The contract may be renewed based on the satisfactory performance of the caterer on the same terms and conditions except price adjustable based on inflation rate during new contract period.

## **12. CONDITIONS FOR RUNNING THE CANTEEN**

(i) The caterer shall be expected to employ his own personnel bearing in mind the duration and other terms and conditions of the Contract;

(ii) The caterer shall be accountable to MSC Management for the proper running of the canteen.

(iii) The caterer shall keep the canteen under hygienic conditions in accordance with the Public Health Act, the Food Act or Food Regulations and other relevant enactments and shall comply with the directives that the Canteen Committee may issue from time to time.

The MSC Management or any member delegated may visit the canteen to ensure that hygienic conditions are being properly observed; and

The MSC will not be held liable for any discrepancy as the part of the selected caterer.

### 13. SUBMISSION OF BIDS

i. Bids in sealed envelopes, clearly marked “Tender for Canteen Services” on the left-hand corner and addressed to:

The Managing Secretary  
Royal Road  
Belle Rose

and should be deposited in the Tender Box, located at the Mauritius Sports Council, Royal Road, Belle Rose by **14 00 hrs 27 November 2020**.

ii. Bids received after the closing date and time shall not be considered.

iii. Bids should be accompanied by

1. **SCHEDULE ONE:** Statement of Bidder’s qualifications.
2. **SCHEDULE TWO:** Bid Sheet
3. **SCHEDULE THREE:** Manning;
4. **SCHEDULE FOUR:** Bidder’s Safety & Health Policy, including a method on  
Compliance with Occupational Safety & Health Act, operation of  
kitchens, food preparation etc.
5. **SCHEDULE FIVE:** Bidder’s source of meat/chicken certificate/attestation
6. **SCHEDULE SIX:** Menu and quality of food
7. **SCHEDULE SEVEN:** Evidence of current insurance covers;  
**SCHEDULE EIGHT:** Names of two traceable references of similar operations where  
bidder is or has been operating similar services

iv. Failure to provide any of the above may render the bid null and void.

v. Bid Validity

Bids should be valid for a period of 120 days from the closing date;

Bids submitted with a shorter validity period shall not be considered;

The Council may request for an extension of the validity period, if found necessary.

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vi. Bid Prices

The Bidder shall indicate the price quoted at **SCHEDULE TWO** of his bid.

The rates quoted for the period, by the bidder shall be fixed for the whole period and shall not be subjected to any adjustment on any account.

The price should be inclusive of all charges including VAT and any other tax where applicable.

Payment will be effected annually.

Cost of Bids

The tenderer shall bear all costs associated with the preparation and submission of his bid, and the MSC will, in no case, be responsible or liable for those costs.

#### **14. AWARD OF CONTRACT, PAYMENT AND SIGNING OF AGREEMENT**

- It is anticipated that the contract will be awarded to the most responsive bidder on the Firm- Fixed price for the provision of the required services;
- The contract shall be for an initial probationary period of six months which shall be extended for another six months following the satisfactory probationary period;
- Upon satisfactory completion of the one year period, the contract may be renewed for one additional period unless either party gives written notice to the other, at least thirty (30) consecutive calendar days prior to the expiry of the initial term or any renewal thereof, that the contract shall not be so extended.
- The bidder whose bid has been accepted, will be notified of the award ( the 'Notice of Award') by the Council, in writing;
- The selected bidder will be required to sign a contract and furnish the Council with all the required certifications within fifteen (15) working days from notification of award;
- Upon signature of Contract, full payment should be effected at this Council;
- The selected bidder may be required to start operations from date of signature of agreement.

### **III. GENERAL CONDITIONS OF TENDER**

Conditions of tender are as per annexed document A and will eventually form part of the agreement.

### **IV. AGREEMENT BETWEEN MSC AND EVENTUAL CONTRACTOR**

The caterer would be called, upon selection, to sign an agreement with the MSC, after the evaluation period.

### **V. TENDERERS**

(b) The tenderer is required to furnish, as part of the Bid, an office Bank cheque for an amount of 10% of the contract value and will be returned after evaluation process.

(c) Tenderers should submit documentary evidence as to details of experience during the last two years, and details of contact persons for further references.

(f) At the signature of the contract, the selected contractors will have to submit:

(i) The names of their employees together with their health certificate from the Ministry of Health in compliance with the Food Act.

(ii) Copies of insurance policies arising of their activities.

## GENERAL TENDER CONDITIONS

1. The contract shall not be transferred unless the transfer has been sanctioned by the Mauritius Sports Council, hereafter referred to as the Council.
2. In the event of the registration of the contract becoming necessary, the cost of such registration shall be borne by the contractor.
3. Tenderers who quote in the name of corporate body should be duly registered .
4. The Mauritius Sports Council will have the right to:
  - (i) ask for clarifications at time of evaluating quotations,
  - (ii) split the contract on an item basis or
  - (iii) reject all quotations.
5. The Mauritius Sports Council shall give notice to the Service Provider of any defects in the service. Every time notice of a defect is given, the Service Provider shall correct the notified defect within the length of time specified by the Employer's notice. If the Service Provider has not corrected a defect within the time specified in the Employer's notice, the Mauritius Sports Council will assess the cost of having the defect corrected and deduct same amount from money due to the Service Provider.
6. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred to the competent court of Mauritius.
7. For termination of this agreement **one-month notice will be required from either side** in writing.

The MSC can terminate the contract after the occurrence of any of the events specified below:-

  - (i) if the service provider does not remedy a failure in the performance of its obligations under the contract, within a prescribed time or after being notified or within any further period as the MSC may have subsequently approved in writing,
  - (ii) if the service provider becomes insolvent or Bankrupt,
  - (iii) if the service provider ,in the judgment of MSC has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
  - (i) The Contractor shall vacate the premises peacefully after the expiry of the period agreed by the Mauritius Sports Council, and shall hand over the same to the authorised officer along with all furniture, fittings and other articles as may be provided. The Contractor shall be free to remove without any damage to the premises like furniture, fittings, cutlery, utensils and other related articles that might have been brought by the Contractor.



(ii) Failure to observe any of the above conditions, the Mauritius Sports Council may, within a time-limit to be specified in a registered letter requesting the Caterer to fulfill any condition set out in the letter, determine the present agreement if any such condition be not fulfilled within the time-limit to be specified in the letter and without having to fulfill any judicial and extra-judicial formality to that effect and the deposit as above shall be forfeited.

8. In the event, the tenderer is required to submit a bid security at the time of submission of tenders, in order to secure due performance of obligations undertaken, the bid security should be valid for a period of 250 days from closing date of the tender.

**Mauritius Sports Council**

**29 October 2020**



**TENDER FORM FOR RUNNING OF CANTEEN AT**

**SCHEDULE ONE - STATEMENT OF BIDDER'S QUALIFICATION AND EXPERIENCE**

<b>1</b>	<b>Name of bidder</b>			
<b>2</b>	<b>Official Address</b>			
<b>3</b>	<b>Names of Directors of firm</b>			
<b>4</b>	<b>Date of incorporation</b>			
<b>5</b>	<b>Telephone No.</b>		<b>Fax No</b>	
<b>7</b>	<b>E-mail address</b>			
<b>8</b>	<b>VAT Registration No.</b>			
<b>9</b>	<b>No of years firm is engaged in the provision of canteen services</b>			
<b>10</b>	<b>List of Clients of the firm</b>			
<b>11</b>	<b>Any other information the bidder desires to provide</b>			

**SCHEDULE TWO - BID SHEET**

I/We.....  
 .....of.....  
 .....  
 (ID. No.....)

(Tel. No.....) is / are agreeable to the above terms and conditions and hereby submit our quote to provide canteen services as specified below, and confirm that I / We willingly accept to abide to the Terms and Conditions.

Swimming pool/ Stadium/ Gymnasium	Price (Rs) – (monthly)
	Rupees..... ..... ..... ..... (Rs.....)

**SCHEDULE THREE - MANNING**

**Manning**

- Bidder's assessment of number of personnel, including Catering Manager required:  
 .....
- Details of each category of personnel and their respective experience in the field of catering  
 .....  
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 .....
- Other details regarding personnel  
 .....  
 .....  
 .....



Requirement	Criteria	Comply (Y/N)
REQ 1	Variety of Indian, Chinese, Italian, Mauritian etc. dishes.	
REQ 2	Sources of meat and chicken are HACCP compliant?	
REQ 3	Use of fresh vegetables?	

*(Please provide details as attachments if needed)*

**SCHEDULE SEVEN- INSURANCE**

Details of current insurance covers

- 1.....
- 2.....

*(Please provide details as attachments)*

**SCHEDULE EIGHT – REFERENCES**

Name of two traceable references of similar operations where bidder is or has been providing similar services.

1. Name .....
- Address .....
- Details of service, including period  
.....  
.....
2. Name .....
- Address .....
- Details of service, including period  
.....  
.....

**DECLARATION**

I .....  
do hereby declare that all the information filled and given in this form are valid , genuine and true.

**Date:** .....

**Signature:** .....