

**MAURITIUS
NATIONAL ASSEMBLY**

BIDDING DOCUMENTS

Issued on: _____

for the

**Supply of Meals and Refreshments to the
National Assembly**

Procurement Reference Number: NA /Q6 /11

NATIONAL ASSEMBLY

LEVEL 3

NEW GOVERNMENT HOUSE

PORT LOUIS

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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 | <p>1.1 The National Assembly invites bids for the Supply of Meals and Refreshments as described in the Scope of Service in Section III.</p> <p>1.2 The contract shall be for a period of two years.</p> |
| 2. Public Entities Related to Bidding Documents & to Challenge and Appeal | <p>2.1 The public entities related to these bidding documents are the Public Body, acting as procurement entity, the Procurement Policy Office, in charge of issuing standard bidding documents and responsible for any amendment these may require, and the Independent Review Panel, set up under section 45 of the Public Procurement Act 2006 (hereinafter referred to as the Act.)</p> <p>2.2 Sections 43, 44 and 45 of the Act provide for challenge and review mechanism. 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.</p> |
| 3. Corrupt or Fraudulent Practices | <p>3.1 The Government of the Republic of Mauritius requires that bidders/suppliers/contractors, participating in procurement in Mauritius, observe the highest standard of ethics during the procurement process and execution of contracts.</p> <p>3.2 Bidders, suppliers and public officials shall 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) : http://ppo.gov.mu.</p> <p>3.3 The Employer 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 obstructive practices in competing for the contract in question;</p> <p style="margin-left: 40px;">For the purposes of this Sub-Clause:</p> <p style="margin-left: 80px;">(i) “corrupt practice”¹ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</p> |

¹ For the purpose of this Contract, “another party” refers to a public official acting in relation to the procurement process or contract execution.

(ii) “fraudulent practice”² 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”³ 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”⁴ 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 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.

4. Eligible Bidders

4.1 To be eligible bidders should:

- (a) hold a valid trade license.
- (b) not have a conflict of interest in relation to this procurement requirement;
- (c) not be subject to suspension or debarment by the Procurement Policy Office; and
- (d) not have been convicted for an offence involving fraud, corruption or dishonesty.

² 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.

³ 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.

⁴ For the purpose of this Contract, “party” refers to a participant in the procurement process or contract execution.

5. Qualification of the Bidder

Bidders should submit the following document:

- (a) Details of experience in services of a similar nature and size during the last three years and details of contact persons for further references;
- (b) Details of experience for having provided catering services for international high standard conferences and meetings during the last three years and details of contact persons for further references;
- (c) Experience and profile of key personnel proposed for the Contract;
- (d) List of major items of equipment proposed to carry out the service.

6. Cost of Bidding

- 6.1 The bidder shall bear all costs associated with the preparation and submission of his bid, and the Public Body will in no case be responsible or liable for those costs.

7. Pre-bid meeting and site visit

- 7.1 Bidders are advised to visit and examine the Kitchen and Lunch Room of the National Assembly where services are required and to obtain all information that may be necessary for preparing the bid and entering into a contract for the services.
- 7.2 Complementary details and any other required clarifications will be provided to prospective bidders during the Pre-Bid Meeting.

A site visit and a pre-bid meeting has been fixed in the Lunch Room of the National Assembly on 7 April 2011 at 10.00 hrs

B. Bidding Documents

8. Content of Bidding Documents

- 8.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 9:
- | | |
|-------------|---|
| Section I | Instructions to Bidders |
| Section II | Bidding and Contract Forms |
| Section III | Technical Specifications and Scope of Service |
| Section IV | General Conditions of Contract |
| Section V | Securities form |
- 8.2 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.

- 9. Clarification of Bidding Documents**
- 9.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Public Body in writing or by fax at the Public Body's address indicated hereunder:

**Assistant Procurement & Supply Officer
National Assembly
Level 3, New Government Centre
Port Louis**

Tel: 2011572 Fax: 2011238

The Public Body will respond, by issuing addendum to the bid document if required, to any request for clarification received earlier than 14 days, prior to the deadline for submission of bids.

- 9.2 Before the deadline for submission of bids, the Public Body may modify the bidding documents by issuing addenda.
- 9.3 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing to all recipients of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by fax to the Public Body.
- 9.4 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Public Body shall extend, as necessary, the deadline for submission of bids.

**10. Documents
Comprising
the Bid**

- 10.1 The Bidder shall submit the following documents along with his Bid :
- (a) The Bid Submission Form duly filled in and signed;
 - (b) Particulars of Bidders as described hereunder:
 - (i) A brief profile of the Bidder ;
 - (ii) List of contracts for catering services for the last **three (3) years** duly supported by documentary evidence;

- (iii) A precise list of the equipment and furniture (if any) that the Bidder proposes to provide as per the format attached to the Bid Submission Form.
- (c) A Bid Security in accordance with ITB 15.
- (d) Documentary evidence that the signatory of the Bid Submission Form is duly authorized to sign the form on behalf of the bidder company, if applicable.

C. Preparation of Bids

- | | |
|---|---|
| 11. Format and signing of document | 11.1 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. This authorization shall consist of a written confirmation and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid. |
| 12. Bid Prices | 12.1 The contract shall be for the services, as described in the Scope of Service Section III, for the supply of meals and refreshment according to the indicated rates in the bid submission form. |
| 13. Incomplete Bids | 13 Bidders must submit offer for the whole of the required services. Bids submitted for separate sections will not be considered. |
| 14. Bid Validity | 14.1 Bids shall remain valid for a period of 90 days after the deadline set for the submission of bids. |
| 15. Bid Security | 15.1 The Bidder shall furnish, as part of the Bid, a Bid Security for an amount of Rs100,000 and shall be in the form of a bank guarantee as per the format in Section V
15.2 The Bid Security shall: <ul style="list-style-type: none"> (a) be submitted in its original form; copies will not be accepted; (b) 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 9.4; 15.3 Any bid not accompanied by a substantially responsive Bid |

Security in accordance with ITB Sub-Clause 16.1, shall be rejected by the Public Body as non-responsive.

15.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing the Performance Security as per ITB Clause 27.

15.5 The Bid Security shall be forfeited:

- (a) if a bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid Submission Form. or
- (b) (i) if the successful bidder fails to sign the Contract in accordance with ITB Clause 26; or furnish the deposit in accordance with ITB Clause 27. or
- (ii) if the bidder does not accept a correction of an arithmetical error;

D. Submission of Bids

16. Sealing and Marking of Bids

16.1 The bidder shall seal the original and one copy of the bid in an envelope.

16.2 The envelope shall

- (a) bear the name and address of the bidder;
- (b) be addressed to the Public Body at the address as indicted hereunder:

The Clerk of the National Assembly

Level 3 New Government Centre

Port Louis

- (c) bear the name and identification number of the Contract as **defined in the invitation for bids**; and
- (d) provide a warning not to open before the specified time and date for Bid opening at ITB 18.1

16.3 If the outer envelope is not sealed and marked as above, the Public Body will assume no responsibility for the misplacement

or premature opening of the Bid.

- 17. Deadline for Submission of Bids** 17.1 Bids shall be delivered to the Public Body at the address specified in sub-clause 16.2 (b) not later than **12.00 hrs (local time) on Thursday 28 April 2011**. Late quotations will be rejected
- 17.2 The Public Body may extend the deadline for submission of bids by issuing an amendment in accordance with sub-clause 9.4, in which case all rights and obligations of the Public Body and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 18. Late Bids** 18.1 Any Bid received by the Public Body after the deadline prescribed in ITB Clause 18 will be returned unopened to the Bidder provided the name and address are indicated at the back of the envelope.

E. Evaluation of Bids

- 19. Bid opening** 19.1. The Public Body shall open the Bids in the presence of the bidders' representatives who choose to attend:
Venue: Lunch Room of the National Assembly
Date : 28 April 2011
Time : at 13.00 hrs
- 20. Process to be Confidential** 20.1 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 until the award to the successful bidder is notified of the award. Any effort by a Bidder to influence the Public Body's processing of bids or award decisions may result in the rejection of his bid.
- 20.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Public Body, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid.
- 21. Correction of Errors** 21.1 Bids determined to be substantially responsive shall be checked by the Public Body for any arithmetic errors. Errors shall be corrected by the Public Body as follows:
- (a) where there is a discrepancy between the amounts in

figures and in words, the amount in words shall govern; and

- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern, unless in the opinion of the Public Body there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted shall govern, and the unit rate shall be corrected.

21.2 The amount stated in the bid shall be adjusted by the Public Body 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 shall be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-Clauses 16.5.

21.3 In the examination of substantially responsive bids, the Public Body shall distinguish between errors and omissions that are properly subject to correction and those that are not. A bidder should not be automatically disqualified for not having presented complete information, either unintentionally or because the requirements in these bidding documents were not sufficiently clear. Provided that the error or omission in question is subject to correction –generally a situation arising in the context of issues relating to data, information of a factual or historical nature, or issues that do not affect the principle that bids should be substantially responsive, the Public Body must permit the bidder to promptly provide the missing information or correct the mistake. However, there are certain basic errors or omissions which, because of their nature are not subject to correction. Examples of these are failure to signing a bid or submit a guarantee. Furthermore, the bidder may not be permitted to correct errors or omissions that alter the substance of an offer, constitute material deviation or reservation, or in any way improve it.

22. Evaluation and Comparison of Bids

22.1 The Public Body will evaluate and compare only the bids determined to be substantially responsive from eligible bidders, based on qualification, experience, competence of personnel, additional equipment and accessories proposed at his own cost.

F. Award of Contract

- | | |
|--|--|
| 23. Award Criteria | 23.1 The Public Body will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated bid price, provided that such bidder has been determined to be (a) eligible in accordance with the provisions of ITB 4, and (b) qualified in accordance with the provisions of ITB 5. |
| 24. Public Body's Right to Accept any Bid and to Reject any or all Bids | 24.1 Notwithstanding ITB Clause 23, the Public Body 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. |
| 25. Notification of Award and Signing of Agreement | <p>25.1 Following the identification of the successful bidder the Public Body shall issue the letter of acceptance.</p> <p>25.2 The Letter of Acceptance shall constitute the formation of the Contract, subject to the bidder furnishing the Performance Security in accordance with ITB Clause 26 and signing the Agreement.</p> <p>25.3 The Agreement shall incorporate all agreements between the Public Body and the successful bidder. It shall be signed by the Public Body and sent to the successful bidder, within 28 days following the Letter of Acceptance's date. Within 21 days of receipt, the successful bidder shall sign the Agreement and deliver it to the Public Body.</p> |
| 26. Performance Security | <p>26.1 Within 14 days after receipt of the Letter of Acceptance, the successful bidder shall deliver to the Public Body a Performance Security for Rs. 200,000 in the form (Bank Guarantee) as per format in Section V and in accordance with the General Conditions of Contract.</p> <p>26.2 Failure of the successful bidder to comply with the requirements of ITB Sub-Clause 26.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.</p> |

Section II. Bidding Forms

Table of Forms

A.	Bid Submission Form (to be filled by bidder)	15
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A. Bid Submission Form (to be filled by bidder)

[date]

Name of bidder : Address :

Tel. No. : Fax No. :

Clerk of the National Assembly

Sir,

Supply of Meals and Refreshments to the National Assembly

1. I/We,, the undersigned, having examined the Bidding Documents for the above-mentioned service, do hereby undertake to **supply meals and refreshments** in conformity with the said Bidding Documents

Items	Rate per person Including VAT
(a) Morning tea (between 10.30-11.15 hrs) Tea/Coffee with light snacks for about 50 persons
(b) Luncheon (between 13.00 – 14.30 hrs) <u>Non-Vegetarian</u> (i) 3 course meals for 125 persons Starter+main course+dessert+ tea/coffee (ii) 1 course meal for 120 persons <u>Vegetarian</u> (i) 3 course meals for 25 persons Starter+main course+dessert+ tea/coffee (ii) 1 course meal for 20 persons
(c) Dinner (between 19.30 – 21.00 hrs) <u>Non-Vegetarian</u> (i) 3 course meals for 140 persons Starter+main course+dessert+ tea/coffee (ii) 1 course meal for 120 persons <u>Vegetarian</u> (i) 3 course meals for 25 persons Starter+main course+dessert+ tea/coffee (ii) 1 course meal for 25 persons
<p>Note All meals at (b) & (c) should be served together with bottled water, fruit juice and followed by dessert. A choice between two items should be provided for the main course for the non-vegetarian meals</p>	

<p>(d) Tea Break (between 16.30 – 17.30 hrs) Tea,Coffee and/or fruit juice together with a variety of light snacks for 300 persons</p>	<p>.....</p>
<p>(e) Late Tea/Coffee (as from 22.00 hrs) Tea or Coffee only together with a variety of light snacks for 150 persons</p>	<p>.....</p>
<p>(f) Committees Tea,Coffee and/or fruit juice together with a variety of light snacks for 35 persons. (Exact number of persons to be communicated)</p>	<p>.....</p>

2. I/We undertake, if our bid is accepted, to **supply meals and refreshments** as from the date as stipulated in the Letter of Award..
3. If my/our bid is accepted, I/we will submit, within **Fourteen (14) days** of receipt of notification of acceptance, a Performance Security amounting to **Rupees** : (**Rs**) to indemnify the National Assembly from any damage sustained to equipment and furniture provided or subsequently found missing, replacement of faulty equipment and furniture, and any other relevant default under the contractual obligation.
4. I/We agree to abide by this bid for a period of **ninety (90) days** from the closing date fixed for receiving same and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. I/We undertake, in the event of your acceptance of my/our bid, to execute with you a Form of Agreement embodying all the terms and conditions agreed upon. However, unless and until a Form of Agreement is prepared and executed, all terms and conditions contained in the Bidding Documents together with your written acceptance thereof, shall constitute a binding contract between us and shall be deemed for all purposes to be part of the Contract Agreement.
6. I/We understand that the National Assembly reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to the award of contract without thereby incurring any liability to any bidder.

I/We have read the Instructions to Bidders and the General Conditions of Contract of the and I/We agree to abide by same.

Dated this **Day of** 2010.

Name :

Signature :

In the capacity of :

Duly authorised to sign on behalf of :
(Bidder to submit evidence with bid)

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

Telephone No :

Fax No :

Mobile No. :

Email:

Qualification Information

1. EXPERIENCE / QUALIFICATIONS OF BIDDER

Name of Caterer :

Age :

Marital status :

Relevant Qualifications : (Please submit photocopies of Certificates and Testimonials)

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Previous Experience : (Please submit evidence of experience, testimonials, etc)

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Signature :

Date :

B. Letter of Acceptance
[letterhead paper of the Public Body]

[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 bidding documents]* to run the canteen atat your proposed rates of food items mentioned therein is hereby accepted by

You are hereby instructed to proceed with the execution of the said contract for the provision of the services in accordance with the Contract documents after submission of a Performance Security for the amount of Rs.as per the attached format.

Please return the attached Contract duly signed within 21 days of the date of issue of this letter. Failure to submit the Performance Security by this time may lead to cancellation of this award and forfeiture of your bid security.

Yours faithfully

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Public Body: _____

Encl: Contract (in two originals)

C .Form of Contract

[letterhead paper of the Public Body]

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

[Note: If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Public Body”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Public Body 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 Public Body 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 Public Body 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 the attached rates subject to such increase/decrease as per the GCC clause 2.4

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 General Conditions of Contract; and
- (e) the Specifications and scope of service;
- (g) The following Appendices: *[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]*

Appendix A: Description of the Services

Appendix B: Key Personnel

Appendix C: Breakdown of Contract Price

Appendix D: Services and Facilities Provided by the Public Body

2. The mutual rights and obligations of the Public Body 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 Public Body shall allow the Service Provider to perform the services 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 Public Body]*

[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]

Section III. Technical Specifications and Scope of Service

1.0 Scope of Service

1.1 The prospective caterer will be expected to supply and serve meals and refreshments in the Lunch Room or Committee Rooms within the precincts of the National Assembly, as follows :-

(a) Morning tea (between 10.30-11.15 hrs)

Tea/Coffee with light snacks for about 50 persons

(b) Luncheon (between 13.00 – 14.30 hrs)

Non-Vegetarian

- (i) 3 course meals for 125 persons
Starter+main course+dessert+ tea/coffee
- (ii) 1 course meal for 120 persons

Vegetarian

- (i) 3 course meals for 25 persons
Starter+main course+dessert+ tea/coffee
- (ii) 1 course meal for 20 persons

(c) Dinner (between 19.30 – 21.00 hrs)

Non-Vegetarian

- (i) 3 course meals for 140 persons
Starter+main course+dessert+ tea/coffee
- (ii) 1 course meal for 120 persons

Vegetarian

- (i) 3 course meals for 25 persons
Starter+main course+dessert+ tea/coffee
- (ii) 1 course meal for 25 persons

Note

All meals at (b) & (c) should be served together with bottled water, fruit juice and followed by dessert and tea/coffee.

A choice between two items should be provided for the main course for the non-vegetarian meals

(d) Tea Break (between 16.30 – 17.30 hrs)

Tea,Coffee and/or fruit juice together with a variety of light snacks for 300 persons

(e) Late Tea/Coffee (as from 22.00 hrs)

Tea or Coffee only together with a variety of light snacks for 150 persons

(f) Committees

Tea,Coffee and/or fruit juice together with a variety of light snacks for 35 persons. (Exact number of persons to be communicated)

1.2 Preparation of Meals

All meals to be served should be prepared at the caterer's premises and transported to the National Assembly. However, electricity for heating and water are available on site.

1.3 Quality of Meals

Meals should, as far as possible, be varied so as to include, on some sort of roster basis, the different cuisines of Mauritius. The meals should be served hot (where appropriate). **Beef and pork should not be served.** Other meat should be "Halal".

1.4 Vegetarian Meals

It is quite difficult to foresee the number of persons who would prefer vegetarian meals. The figures given at A Bid Submission Form are indicative. The Caterer will be expected to show flexibility.

1.5 Serving of Meals/Refreshments

1.5.1 The services of an adequate number of waiters should also be provided to ensure a prompt service. The waiters should be dressed in proper uniforms.

1.5.2 Successful bidder will have to submit a list of his personnel together with a photocopy of the medical certificate for each one.

1.5.3 Appropriate plates and cutlery, napkins, towels and such other items that are usually required for a top quality service should be supplied by the caterer.

1.5.4 The caterer will ensure the "*mise-en place*" of tables, chairs etc. for each of the functions and will also be responsible for cleaning the site after each function.

2.0 Cleanliness and Hygiene

The successful bidder will also be required to observe the conditions as stipulated in the Food Act with regards to the following:

A. **Cleanliness**

The successful Bidder shall ensure that –

- i) all parts of his food premises are clean and all facilities are in good working conditions;

- ii) a permanent cleaning and disinfecting schedule is drawn up to ensure that all areas and equipment of his establishment are appropriately cleaned and disinfected;
- iii) all bags, containers, crates or boxes are kept on racks 300 mm above floor level and no food is kept on ground or floor level.

B. Hygiene of crockery and other utensils

- a) Successful bidder shall ensure that any plate, glass, spoon, fork, knife or other cutlery that is used to prepare or serve food is
 - i) thoroughly cleansed with hot water as soon as practicable after use and are kept clean until again required for use;
 - ii) not chipped, cracked, broken or rusty or in such a condition so as to impair or prevent it from being readily and thoroughly cleansed.

C. Personal Hygiene

Every person while so engaged in the preparation, manufacture, serving, cooking, carriage, handling, or delivery of any food shall: -

- i) keep and maintain his clothing, hands, hair, fingernails and body clean;
- ii) wear a clean overall or uniform effectively preventing the food from coming in contact with any part of his other clothing;
- iii) wear a clean hair covering for the purpose of effectively preventing his hair from coming in contact with food or any surface which the food is liable to come in contact;
- iv) not wear strong-smelling perfume or after-shave excessively, ear-rings or jewels with stones, watch, nail varnish and rings;
- v) not use dirty wiping clothes;
- vi) not eat, smoke, chew tobacco or spit; and
- vii) maintain a high standard of personal hygiene.

D. Contaminated food

The successful bidder shall ensure that no food has been exposed to dust, fumes and flies or is contaminated. The Caterer shall be liable in case of food poisoning due to consumption of food.

E. Prohibition of food handling by infected person

Any person who is suffering from any infection, disease, diarrhea, venereal disease, open infected wound, or any other inflammatory or communicable infection of the skin shall not :

- (i) engage in the preparation, manufacture, storing, serving, cooking, transport, handling or delivery of any food.
- (i) handle, whether for cleansing, washing or other purposes any vessel, receptacle, utensil or any instrument used in the preparation, manufacture, serving, cooking, storing, transport, handling or delivery of food.

F. The Caterer shall keep the kitchen and lunch room 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 Clerk may from time to time issue.

3.0 Every person engaged in the preparation, serving, handling of food shall be in possession of a valid **foodhandlers certificate** issued by the Ministry of Health & Quality of Life.

4.0 The Caterer shall make good any damage to equipment provided by the National Assembly save and except for ordinary wear and tear.

5.0 The National Assembly kitchen and lunch room is equipped with the following:

- (i) tables
- (ii) chairs
- (iii) Electric hot element
- (iv) kitchen tables
- (v) kitchen sink
- (vi) Electric double bain mare
- (vii) Electric salamander
- (viii) Food storage and serving
- (ix) Electrical food warmer
- (x)

6.0 Background Information

6.1 The National Assembly usually sits on Tuesdays as from 11.30 hrs from mid March to end of August and mid October to mid December. However, very often the Assembly may be called upon to meet on Fridays also and some meetings may also start in the afternoon. During the examination of the Budget, the Assembly meets day-in day-out over a period of at least two weeks during the months of November and December.

6.2 This calendar may, however, be altered and the Assembly may also sit quite regularly at different times of the year to consider other matters.

6.3 Prospective bidders should also note that the National Assembly may in special circumstances be called upon to meet at very short notice. However, as far as possible, advance notice will be given.

6.4 As a general rule, lunch is served around 13.00 hrs, and a tea-break follows around 16.30 hrs. When the Assembly starts meeting after lunch time, the tea-break is maintained. Dinner is served around 19.30 hrs when the Assembly is expected to work till late at night, and in the event of a prolonged session tea and coffee are served as from 21.30 hrs. In addition, tea and coffee with light snacks are also served at 10.30 hours.

6.5 However, instances may occur where the decision to have recourse to a late session is taken around 4.00 p.m., and the caterer is accordingly advised to make arrangements to serve dinner and late tea/coffee on that day.

6.6 The Committees of the National Assembly, including the Public Accounts Committee and other Sessional Committees also meet quite regularly in the Committee Room of the National Assembly. However, it is usually known at short notice, one week prior to the meeting.

6.7 In view of the level of uncertainty regarding the time at which the National Assembly and its Committees will start and terminate their proceedings, the caterer will be expected to show much flexibility in the offer of its services. However, arrangements will be made for as much advance notice as possible to be given.

7.0 Miscellaneous

7.1 Other Functions

The National Assembly may also organize other functions during the course of the year. Caterers will be expected to provide their services at the same rate for lunch, dinner or refreshments all throughout the period of the contract.

Section IV. General Conditions of Contract and Contract Form

Section IV. General Conditions of Contract

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Section IV. General Conditions of Contract

1. General Provisions

1.1 Definitions

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

- (a) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Public Body
- (e) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed therein;
- (f) “Contract Rates” means the price to be paid for the items listed in the Rates Schedule subject mutually agreed increase/decrease by the two parties to reflect substantial changes in food commodity in the market;
- (g) “Public Body” means the party who employs the Service Provider
- (h) “GCC” means these General Conditions of Contract;
- (i) “Government” means the Government of the Republic of Mauritius;
- (k) “Party” means the Public Body or the Service Provider, as the case may be, and “Parties” means both of them;
- (l) “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;
- (m) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Public Body;
- (n) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Public Body
- (o) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; 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 the Republic 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 addresses specified hereunder:

**The Clerk of the National Assembly
Parliament House
Port Louis**

Service Provider's address:.....

1.5 Location The Services shall be performed at such locations as are specified in Appendix A, where the location of a particular task is not so specified, at such locations, as the Public Body 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 Public Body or the Service Provider may be taken or executed by the officials specified :

**The Clerk of the National Assembly
Parliament House
Port Louis**

Service Provider's Authorised Representative:.....

1.7 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 rate schedules.

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 **indicated in the letter of Acceptance.**

2.2 Commencement of Services

2.2.1 Program Before commencement of the Services, the Service Provider shall submit to the Public Body for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

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 agreed.

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 or by the extended date of the contract for an additional period of six months upon mutual agreement. If the Service Provider does not provide the services for anyone day up to the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.6. which shall be withheld from the Performance Security.

This will not deprive the Public Body to have recourse to its other rights for redress under the conditions of contract.

2.4 Modification Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the agreed rate of schedules, 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.

2.5.4 Payments Payments shall be made according to the following schedule:

Payment shall be made upon submission of an invoice by the Service Provider after having satisfactorily carried out the required catering services for each sitting of the National Assembly and committee as mentioned in Section II Bidding Form

Payment shall be made within **30 days** of receipt of the invoice

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"⁵ 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"⁶ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a

⁵ 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.

⁶ 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.

financial or other benefit or to avoid an obligation;

- (iii) “collusive practice”⁷ 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”⁸ 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 3.6.1.

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

**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.

⁷ 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.

⁸ For the purpose of this Contract, “party” refers to a participant in the procurement process or contract execution.

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 Scope of Services 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 Public Body, and shall at all times support and safeguard the Public Body's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 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;

3.3 Confidentiality

- a) 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 Public Body's business or operations without the prior written consent of the Public Body.

- b) **The Service Provider shall provide, in advance, to the public body a list of its personnel indicating their respective name and address to whom official access badges will be issued.**
- c) **Any change in the personnel should be communicated to the Public Body within a reasonable time and not less than twenty four hours before the performance of the services.**

3.4 Insurance to be taken out by the Service Provider

The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Public Body, insurance cover in respect of its obligations to its employees and third party; and (b) at the Public Body's request, shall provide evidence to the Public Body showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Public Body's Prior Approval

The Service Provider shall obtain the Public Body'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"), and
- (c) changing the scope of the service;

3.6 Liquidated Damages

3.6.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Public Body at the rate of Rs. 1000 per day for each day that the service has not been provided up to a total amount of Rs. 10, 000. Payment of liquidated damages shall not affect the Service Provider's other liabilities.

3.7 Performance Security

The Service Provider shall provide the Performance Security to the Public Body no later than the date specified in the Letter of

acceptance. The Performance Security shall be for an amount of **Rs 200,000** from a local bank. The performance Security shall be valid until a date 30 days from the Completion Date of the Contract.

4. Service Provider's Personnel

- 4.1 Removal and/or Replacement of Personnel**
- (a) Except as the Public Body 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 Public Body 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 Public Body's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Public Body.
 - (c) 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 Public Body

- 5.1 Change in the Applicable Law**
- If, after the date of this Contract, there is any change in the Applicable Law with respect to rate of taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the agreed rates and other expenses otherwise payable to the Service Provider shall be adjusted accordingly by agreement between the Parties.

- 5.2 Services and Facilities**
- The Public Body shall make available to the Service Provider the Services and Facilities listed under Appendix D.

6. Quality Control

6.1 Identifying Defects

The Public Body shall check the Service Provider's performance and notify him of any defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Public Body may instruct the Service Provider to search for a Defect and to uncover and test any service that the Public Body considers may have a defect.

6.2 Correction of Defects, and Lack of Performance

- (a) The Public Body shall give notice to the Service Provider of any defect for remedial action.
- (b) Every time notice of defect is given, the Service Provider shall correct the notified defect within the length of time specified by the Public Body's notice.
- (c) If the Service Provider has not corrected a defect within the time specified in the Public Body's notice, the Public Body

shall have recourse to termination of contract for not adhering to the obligations under the contract.

7. Settlement of Disputes

7.1 Amicable Settlement

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

7.2 Dispute Settlement

In case the dispute is not settled amicably within 28 days from the date notified by anyone of the parties the matter shall be referred to the courts of Mauritius.

Section V. Securities

Samples of acceptable forms of Bid and Performance securities are provided hereunder. Bidders shall not complete the Performance at this stage of the procurement process. Only the successful Bidder shall be required to provide the Performance Security.

1. Form of Bid Security(Bank Guarantee)

.....*Bank’s Name and Address of issuing Branch or Office*
.....

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

Date:

BID GUARANTEE No.:

We have been informed that*name of the Bidder*..... (hereinafter called "the Bidder") has submitted to you its bid dated(hereinafter called "the Bid") for the execution of*name of contract* under Invitation for Bids No.....*IFB number* (“the IFB”).

Furthermore, we understand that, according to your conditions, bids must be supported by a bid

At the request of the Bidder, 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*.....) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has modified or withdrawn its Bid after the deadline for submission of its bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) has refused to accept a correction of an error appearing on the face of the Bid; or
- (c) having been notified of the acceptance of its Bid by the Public Body during the period of bid validity, (i) fails or refuses to sign the contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

This guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) thirty days after the expiration of the Bidder’s Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before*Public Body to insert date*.....

.....*Bank’s seal and authorized signature(s)*
.....

2. Performance Security (Bank Guarantee)

.....*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 Works*(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.

.....*Seal of bank and*

Signature(s).....