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## **BANK OF MAURITIUS**

# BRIEF TO CONTRACTORS AND INVITATION TO TENDER FOR THE PROVISION OF CATERING SERVICES

### **Bank of Mauritius Premises**

20 September 2007



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# SECTION 3

## 3.1 BRIEF TO CONTRACTOR

### 3.1.1 GENERAL INTRODUCTION

Bank of Mauritius seeks competitive Tenders from contractors with a view to awarding an Agreement to a successful Tenderer (“the **Contractor**”) for the provision of full catering services to Bank of Mauritius, Port-Louis.

The Tender proposal, submitted by the successful Tenderer, will be bound into the Agreement and will be known as Section 3 - Agreement, Fees and Contractors Amendments. Sections 1-3 of the Agreement are included for the Tenderers information. The Tender shall be submitted on the following basis:

- a) A ONE year Comprehensive Catering Services Agreement whereby the Contractor undertakes, for a specified all inclusive consideration, to carry out all or any catering which may be or become necessary.

Bank of Mauritius therefore invites Contractors to enter sealed Tenders in the manner specified and subject to the attached Conditions of Tender, by no later than **4:00 pm on Friday 5/10/2007**.

**A compulsory site visit is required by all tenderers on Monday 1st October 2007, at 14h00. Failure to attend by your company representative will nullify any bid submitted.**

Bank of Mauritius wishes to provide facilities for Bank of Mauritius employees to benefit from being able to obtain a hot/cold meal and refreshments.


Without Prejudice to the Generality of the attached Conditions of Tender:

- i) Contractors accept, by Tendering for the above Agreement, that in the event that the Tender is accepted and they are called upon to do so, they will enter into an Agreement on the form set out below at such time and in such manner as the Bank of Mauritius shall in its absolute discretion specify;
- ii) Nothing therein shall bind or be taken to bind Bank of Mauritius to accept the lowest or to accept any Tender and all matters hereunder are subject to the execution of a formal written Agreement and until the execution of such an Agreement, there shall not be or be taken to be an Agreement or understanding between the Bank of Mauritius or any Contractor, notwithstanding anything which may be expressed whether orally or in writing by the Bank of Mauritius or any of its officers to any Contractor.

The Contractor must show separate prices for each element scheduled in Schedule One.

The Contractor shall show the system he intends to operate throughout this Agreement for:

- a) Menu's
- b) Quality of Fresh Foods
- c) Health and Safety procedures

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- d) Food storage
  - e) Cooling procedures
  - f) Staffing Levels

The Contractor shall complete and sign all applicable parts of these documents and return them to the Bank of Mauritius for analysis. Once the Bank of Mauritius has made its decision a schedule of the Fees shall be drawn up which shall form the basis for the Agreement

### 3.1.2 SAFETY, HEALTH AND WELFARE

The Contractor shall study and abide by the Bank of Mauritius Health and Safety Policy and other requirements. In addition, the Contractor shall provide with their tender a copy of it's Health & Safety Policy. Failure to provide this information may render the tender null and void.

### 3.1.3 CONDITIONS OF TENDER

These Conditions of Tender shall govern the submission of Tenders by prospective contractors for the provision of catering services to the Bank of Mauritius and such Tender ("the Tender") shall be submitted on the attached form and shall specify:

- a) The Fee for this Agreement for which the Contractor is prepared to provide the aforementioned services. All prices quoted shall include all charges, costs, disbursements and expenses which the Contractor intends to charge or may charge, including without prejudice to the generality of the foregoing, costs for labour, dry goods, fresh foods, vegetables, travelling and other expenses, all relevant taxes and duties and other relevant sums.
- b) In consideration of the Bank of Mauritius undertaking to consider all Tenders duly submitted in good faith, the Contractor agrees that any Tender submitted shall remain open until **90 days post submission** date and shall not be withdrawn. The Contractor further agrees that it will, in the event that the Tender submitted is accepted, forthwith upon receiving notice that its Tender has been accepted, execute this Agreement in the form annexed hereto without amendment, deletion or addition and in such manner as shall be binding upon the Contractor to the intent and effect that such Agreement shall become binding upon the Bank of Mauritius and Contractor as on and from date to be specified in award letter, and from date of signing agreement.
- c) The submission of a Tender by a Contractor constitutes an acknowledgement by the Contractor that he has taken legal advice on the form, content and effect of the provisions of the Agreement and that it acknowledges by submitting the Tender that the terms thereof are in all circumstances fair and reasonable in all respects and the same shall become binding upon it forthwith upon the execution of such Agreement.
- d) The Contractor further undertakes, represents and warrants:
  - i) that, in the event that the Tender submitted by it is accepted, it has sufficient resources, materials and financial, and employees to carry out the services specified.
  - ii) that it has not, in submitting such Tender, relied upon any representation warranty or assurance given by the Bank of Mauritius save for the matters set out herein and further that it has inspected kitchens subject of the requisite Agreement and enters into such Agreement with full knowledge of all matters pertaining thereto.



- e) In the event that the Contractor fails to execute a formal written Agreement precisely in the form annexed hereto within 14 days from notice of such acceptance, it shall (without prejudice to any other right or remedy available to the Bank of Mauritius) if required so to do, pay to the Bank of Mauritius such sum as the Bank of Mauritius may specify constituting all costs and expenses (including professional Fees) incurred by the Bank of Mauritius as a result of such failure.
- f) In no event will any tender be considered in any case where:
  - i) it does not comply with the Conditions of Tender set out herein;
  - ii) it requires or implies any variation to the terms of the Agreement set out herein;
  - iii) the prices quoted in the Tender are stated to be subject to variation or are uncertain or imprecise or are not presented in the form specified herein;

**3.2 TENDER PROPOSAL FOR THE PROVISION OF  
CATERING SERVICES TO BANK OF MAURITIUS PORT LOUIS**

**CONTRACTOR:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE RECEIVED BY Bank of Mauritius Representative** \_\_\_\_\_



### 3.2.1 INFORMATION REQUIRED WITH TENDER

**The Contractor will complete and submit the following information with his Tender on the forms provided (where this is not provided for, an addendum is permitted):**

- 1) The form of Tender with a separate price for each schedule as detailed.
- 2) The completed certificate of Bona Fide Tender.
- 3) A schedule of exclusions or required alterations, if any, from his proposals.
- 4) The nature and extent, if any, of any additional facilities required that are not mentioned in the Agreement.
- 5) The company's Health & Safety Policy Statement and Safe Systems, Environmental Policy.
- 6) Details of standards of vetting and training of staff.
- 7) Evidence of current insurance cover, i.e. A valid certificate of Insurance, which should be at least to the minimum stated in the Agreement.
- 8) Typical schedule identifying type of works to be carried out at the detailing of each catering staff members duties.
- 9) The number of hours its personnel will spend on each Premise when carrying out catering procedures.

#### **10) Safe Method of Working**

Contractor to provide method statement on how they will manage hygiene for compliance with the Occupational Safety and Health Act 2005.

#### **11) Method Statements**

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Contractor to provide method statements for the operation of the kitchens, the monitoring and reporting procedures, preparation of food and the format of these reports, and any other relevant statements to explain the intended operation of the catering department.

- 12) The tenderer is to submit three (3) traceable references, from similar operations they are currently engaged in providing catering services.

### **3.2.2 NOTES TO ASSIST IN THE PREPARATION OF MAINTENANCE FEES**

- 1) The Fees are to make due allowance for all work contained in the Agreement that are to be carried out, in and outside of the Core hours. (note should also be made of the requirements outside of the Normal Working Hours).
- 2) The Fees are to be presented as indicated on Schedules One and Two.
- 3) The Fees are to include an allowance for the supply and storage of all food, dry goods, vegetables/meat and additionally, an allowance shall be made for the replacement of these items.
- 4) The Fees are to include for washing/cleaning of canteen, kitchen and equipment, all used utensils and general cleaning / washing down of food areas.
- 5) Fees are to include the supply of operators to serve staff at the servery and cashier.
- 6) The optional Extra Fees are items not included within the contract, and will only be expended when directed and agreed with the Bank of Mauritius. These will include for additional catering services for private functions.



**3.2.3 PROPOSAL**

We hereby offer and agree to execute the whole of the work required to be done in connection with the Agreement, finding at our cost all labour, materials, carriage, etc., necessary to complete the work according to the Agreement and prepared by and to the entire satisfaction of the Client for the sum stated in Schedule 1 - Tender Summary.

We accept that our offer shall remain open for a period of 60 days from closing date (5 October 2007) of Tender submission.

We undertake not to communicate or attempt to communicate with, or in any other way disclose or attempt to disclose to any person calling for Tenders, any information concerning this Agreement or Tender or any previous Agreement or Tenders with the Client and not to adjust or fix the amount of this Tender or any proposed Tender in accordance with any Agreement or arrangement with any person or persons other than the person calling for Tenders.

In the event of any breach of this undertaking by the Contractor, the Client shall be entitled to cancel the Agreement and recover from the Contractor the amount of any loss resulting from such cancellation.

Signed: .....

Company: .....

Address: .....

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**Note:** The Bank of Mauritius does not bind itself to accept the lowest or any tender.







**3.2.4 SELECTIVE TENDERING**

**Certificate of Bona Fide Tender**

The essence of selective Tendering is that the Client shall receive Bona Fide competitive Tenders from all those Tendering.

In recognition of this principle, we the tenderer, certify that this is a bona fide Tender intended to be competitive, and that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any Agreement or arrangement with any other person. We the tenderer, also certify that we have not done and undertake that we will not do at any time before the hour and date specified for the return of this Tender, any of the following acts:

- a) communicate to any person (other than the person calling for these Tenders) the amount or approximate amount of the proposed Tender, except where the disclosure, in confidence of the approximate amount of the Tender was necessary to obtain insurance premium quotations required for the preparation of this Tender.
- b) enter into any Agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted.
- c) offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing to have caused to be done in relation to any other Tender or proposed Tender Fee for the said work act or thing of the sort described above.
- d) In this Certificate the word "person" includes any person or association, corporate or unincorporated; and "any Agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

**Signed:** .....

**On behalf of:** .....



Date .....

**SCHEDULE ONE  
CATERING SERVICES  
TENDER SUMMARY**

**AGREEMENT: CATERING SERVICES – Bank of Mauritius**

**AGREEMENT COMMENCEMENT DATE: .....**

**DURATION: One year – renewable thereafter depending on performance.**

**PROPOSED MAINTENANCE FEES:**

1) Vegetables (fresh)	MRs .....per annum
2) Meat (fresh)	MRs .....per annum
3) Fish (fresh)	MRs .....per annum
4) Dry goods	MRs .....per annum
5) Frozen foods	MRs .....per annum
6) Staff and Operatives	MRs .....per annum
7) Disposable cups	MRs .....per annum
8) Vending Machine Tea & Coffee	MRs .....per annum
9) Supplementary Meals	MRs .....per annum
10) MISCELLANEOUS ITEMS (Please rectify)	
 Sub Total item 10.	 MRs .....per annum
 TOTAL Items 1 to 10	 MRs .....per annum
Price per head	MRs.....per annum



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## HOURS OF WORKING

### Normal (Core) Service Working Hours

The Contractor shall perform the services pursuant to this Agreement excluding Statutory and Bank Holidays:-

**Monday – Friday : 09:00 to 17:00**

### Outside Normal Working Hours

Means all hours other than those stated in the Normal Service Hours. The Agreement identifies certain work routines to be undertaken outside normal working hours and for which the Contractor will have allowed within the annual fee.





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**SCHEDULE THREE**

**FACILITIES REQUIRED**

List facilities that are not mentioned in this agreement and state whether they would be provided as part of this tender or whether they are required from the client.





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**SCHEDULE FOUR**

**DETAILS OF PROPOSED CATERING MANAGER**

Name:

Experience:

References:

Attach CV



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**SCHEDULE FIVE**

**DETAILS OF OTHER PROPOSED STAFF**

List details of all other staff below

**Head Chef:**

**Assistant Chef:**

**Servers / Waitrons**



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**SCHEDULE SIX**

**MANNING, STAFF & SPECIALIST LABOUR**

**CATERING OPERATIONS**

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Number of Personnel	Classification	Duty	Estimate of Total Man Hours Per Month <b>and</b> annum
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The above man hours are an estimated minimum and shall not be used to limit the man hours required to fulfil the Contract.





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**SCHEDULE SEVEN**

**OPTIONAL EXTRAS**

**FUNCTIONS AND SPECIAL OCCASIONS**

1) **Hors D'oeuvres/ tray service**

**Price per meal**

**MRs.....**

2) **Course meal/ Silver Service**

**Price per meal**

**MRs.....**

3) **Tea Service**

**MRs.....**

