

# **CARGO HANDLING CORPORATION LTD**

## **TENDER DOCUMENTS**

### **CANTEEN AND SNACKS SERVICES**

#### **I. DETAILS OF CANTEEN SERVICES**

##### **PURPOSE**

A Food Court is operational at the CHCL providing meals of different 'cuisine' to its employees. The indicative monthly average number of meals served by the canteen is five thousand.

In that context, the CHCL is launching a tender for the selection of one caterer to provide canteen services to the Company using the existing infrastructure.

##### **PARTICULARS**

#### **1. ELIGIBLE TENDERERS**

To be eligible tenderers should:

- (i) Hold a valid trade and victualler licence for running the canteen; trading under a Company/Firm for at least 5 years.
- (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 and
- (v) Have at least five years' experience in the provision of canteen services serving at least 200 meals per day
- (vi) Not have had any court case against CHCL in connection with the operation of canteen and snack services at the CHCL. This also applies to their shareholders, directors and key personnel.

(vii) Not have been a canteen operator at CHCL and whose contract was terminated for breach of contract or otherwise

## **2. QUALIFICATION OF THE TENDERER**

Tenderers should submit:

- (i) Details of experience during the last five years, and details of firms and contact persons. Please submit references.
- (ii) Experience and profile of key personnel proposed for the contract.

A professional qualification in the field would be an advantage.

## **3. COST OF TENDERING**

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

## **4. HOURS OF SERVICE**

**Monday to Sunday (including Public Holidays):**

- (i) Lunch between 9.45 a.m and 1.00 p.m
- (ii) Dinner between 5.45 p.m and 8.15 p.m

## **5. EQUIPMENT**

The following equipment will be provided by the CHCL:

- (a). Gas “Bain Marie”, and
- (b). Stainless table

The contractor will have the responsibility of maintaining the equipment in good condition. Damages to or losses of equipment and infrastructure will be claimed from the contractor.

6. **INFRASTRUCTURE, WATER, ELECTRICITY AND GAS**

The Cargo Handling Corporation Limited will provide infrastructure, and water against a monthly rental fee of Rs 10,000.

Gas, electricity, utensils, and other kitchen electric equipment, including freezers plates, fryers and frying pans, bowls, glasses, water jugs and cutlery will be at the expense of the caterer.

7. **MENUS**

Please provide your quote for a variety of dishes including vegetarian ones. The Dishes should include one yoghurt (125 gms) per employee. **No pork meat** should be provided. Details of daily dishes to be provided over a period of one month should be specified in the tender. The meal should comprise of the following cooked ingredients:

	<i>Minimum Required Weight</i>
Rice:	350 grms, and
<i>Either</i> meat	200 grms
<i>Or</i> chicken	200 grms
<i>Or</i> fish	200 grms
Vegetarian	pulses (dry beans) and vegetables

All dishes should be accompanied by a salad.

Bread should be served where appropriate.

The menu to be served during the week to follow should be circulated by Friday of each week at latest. No change, whatsoever, except in exceptional circumstances should be brought to the menu list submitted by the caterer.

The selected caterer will have to provide meals pertaining to a variety of cuisines (Chinese, Indian, and Creole) together with a vegetarian menu on a daily basis.

## 8. DURATION OF CONTRACT

The duration of the contract will be two years as from a date to be determined between parties but not later than 150 days from the date of the closure of the tender. The selected bidders would be on a trial basis for a period of not less than one month.

The final choice of the bidder/caterer will rest with the Canteen Committee based on the following criteria:

- (i) Performance of caterer
- (ii) Quality of meal served
- (iii) Price quoted per meal

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.

## 9. 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 CHCL Management through a Canteen Committee for the proper running of the canteen.
- (iii) The premises of the canteen shall not be used for functions other than those of preparing and serving meals **only to CHCL employees;**
- (iv) Cleaning of the premises will be under the sole responsibility of the caterer.
- (v) The caterer shall keep the canteen, including the kitchen back of the kitchen/garbage waste disposal and dining room under clean and 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 Canteen Committee or any member delegated may visit the canteen weekly to ensure that hygienic conditions are being properly observed. Samples of food from canteen would be required to be tested by relevant authorities as and when required or by request from CHCL;

- (vi) The caterer or any other person delegated by him should be present at the canteen on a full time basis and
- (vii) The caterer shall make good any damage to equipment provided by the CHCL save and except for ordinary wear and tear.

## **10. PRICE**

The tenderers should quote the price per meal. A single price for meal should be quoted. The price will therefore cover all types of meals during the period of the contract including one yoghurt per meal. Bidders are advised to take all cost in consideration including inflation. Under no circumstance CHCL will entertain an increase in price during the contract period.

The contract will be a fixed price contract per meal. The price should be inclusive of all charges including VAT and any other tax where applicable per meal and the amount to be paid by CHCL will be the number of meals sold times the fixed price per meal

## **11. BID VALIDITY**

Bids should be valid for a period of 150 days after the deadline set for the submission of bids.

**12. BID OPENING**

CHCL shall open the bids in the presence of the bidders' representatives who choose to attend at the following date, time and address:

**Cargo Handling Corporation Ltd  
Mer Rouge  
Port-Louis**

Date: **Tuesday 29 May 2018 at 1400 hours**

**13. PRE-BID MEETING**

A pre-bid meeting will be held on **Tuesday 08 May 2018 at 1400 hours** at CHCL Canteen situated at Mauritius Container Terminal – Roche Bois.

**14. START UP**

Please specify when you would be able to start operation, date which should not be beyond the bid validity date. Please note that pre-selected bidders would be on a trial basis for a period not less than one month.

**15. SCOPE OF SERVICE AND MODE OF PAYMENT**

The successful bidder will:

- (i) provide his own personnel who should be in possession of **medical certificates, food handlers certificates and good conduct certificate from Police.**
- (ii) have to submit a list of his personnel together with a photocopy of the:
  - a) Medical certificate,
  - b) ID Card and
  - c) Food Handlers Certificate

for each one within one month of the date of the letter of award,

- (iii) not serve meals to persons other than CHCL employees unless or otherwise instructed in writing,
- (iv) not allow unauthorised persons in the kitchen, and
- (v) be responsible for the cleanliness of the Canteen including the kitchen and dining room

Please note that presently a card system is in operation for the first meal and eligible only to CHCL employees.

In no point in time should the caterer be in possession of these cards. The said cards should be returned to the employee once processed.

Should the card of an employee be recovered from the caterer, same will constitute a serious offence on behalf of the caterer and may lead to immediate termination of the contract.

Payment by CHCL to the contractor will be effected on a fortnightly basis based on computer records of number of cards processed for the following periods:

From the 1<sup>st</sup> to the 15<sup>th</sup> and

From the 16<sup>th</sup> to the 30<sup>th</sup> / 31<sup>st</sup> of each month

## **16. Termination**

The CHCL may terminate the contract, by not less than (30) days written notice of termination to the service provider to be given 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 CHCL may have subsequently approved in writing,

- (ii) if the service provider becomes insolvent or Bankrupt,
- (iii) if the service provider ,in the judgment of CHCL has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

## **17. QUALITY/HYGIENE**

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*

It shall be the responsibility of the contractor to ensure that the food being prepared and served be safe for consumption and of the highest quality.

It is highly desirable that the contractor implements a food safety and / or quality programme such as the **Hazard Analysis Critical Control Point (HACCP)**.

The successful caterer will also be required to abide by 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 maintained at all time 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 and
- (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. Provision as to wrapping of food**

- (i) No licensee shall sell any food ready for immediate human consumption to any purchaser unless:
  - (a) the food is packed, wrapped or covered so as to protect it efficiently from flies, dust or any contaminating matter;
  - (b) the material used for wrapping the food is clean except where such writing or printing is for the purpose of labeling;
- (ii) No licensee shall pack, wrap or cover any food which is meant for human consumption in a wrapping material or container which is not clean and appropriate for that type of food. The caterer may sell the food in a takeaway container.

**C. Prohibition of unhygienic practices in food vending**

- (i) No person shall blow with the breath into any paper bag or other container preparatory to its use as a receptacle for food on sale for human consumption, or wet his fingers by means of his saliva, to facilitate the handling of paper bags or other containers or wrapping for any food on sale for human consumption.
- (ii) No person shall whilst engaged in the sale of unwrapped cooked food handle bank notes or coins.

**D. Hygiene of crockery and other utensils**

- (i) A licensee of any premises where food or beverages which are ready for immediate consumption are sold, shall ensure that any plate, glass, spoon, fork, knife or other cutlery that is used to prepare or serve food is:
  - (a) thoroughly cleansed with hot water as soon as practicable after use and are kept clean until again required for use;

- (b) not chipped, cracked, broken or rusty or in such a condition so as to impair or prevent it from being readily and thoroughly cleansed.
- (ii) Paragraph (i) shall also apply to any person who sells food but who is not the holder of a license.

**E. Drinking straws**

- (i) The licensee of any premises where beverages are sold shall:
  - (a) provide and maintain in clean order a container for drinking straws;
  - (b) not re-use drinking straws.

**F. Personal Hygiene**

Every person while so engaged in the sale, preparation, manufacture, serving, packing, cooking, carriage, handling, or delivery of any food for sale for human consumption shall:

- (i) keep and maintain his clothing, hands, hair, fingernails and body clean;
- (ii) wear a clean washable overall 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, earrings 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.

**G. Use of Devices to Handle Food**

A person selling ready-to-eat food for human consumption shall, when removing the food from the receptacle where it is kept, do so by means of pliers, tongs or other similar devices except where the use of such devices is impracticable due to the nature of the food.

**H. Sale of contaminated food**

A licensee shall ensure that no food which is sold or exposed for sale for human consumption on his premises has been exposed to dust, fumes, flies or is contaminated. The caterer shall be liable in case of food poisoning due to consumption of food from the canteen.

**I. 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 sale, preparation, manufacture, storing, serving, packing, cooking, transport, handling or delivery of any food. and
- (ii) handle, whether for cleansing, washing or other purposes any vessel, receptacle, utensil, package or any instrument used in the preparation, manufacture, serving, packing, cooking, storing, transport, handling or delivery of food.

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

The responsibility of the caterer extends not only to maintaining the canteen in a hygienic condition but also to maintaining such a safe condition that conforms to the Occupational Health, Safety and Welfare Act 1989, and the welfare of the employees as per Labour Laws.

**THE CATERER WILL BE ENTIRELY RESPONSIBLE FOR DEALING WITH ANY CASE OF FOOD POISONING**

## **I. DETAILS OF SNACK SERVICES**

The selected caterer may offer auxiliary services (snack service) to the employees. Items sold may include:-

Soft drinks, “pain fourré”, cakes, tea, coffee, etc. (**excluding cigarettes and alcoholic drinks**)

**Prices there of should be reasonable and should not exceed current prices as affixed on the market. The CHCL may control same should the caterer charge prices above normal market price.**

This service is run in parallel with the canteen. Payments by employees for this service should not be **through the card system.**

## **II. “DROIT DE REGARD”**

The CHCL will have a “droit de regard” on the type of service being provided, the menu and mode of operations. The Canteen Committee members may carry out surprise checks to ensure the foregoing. A suggestion box will be installed by the CHCL in respect of feedback and service.

The retained caterer will be asked to report to the Canteen Committee for any grievances on the part of employees. Any scheduled visit by the Canteen Committee members or CHCL Health and Safety Officer will be communicated to the caterer on any day scheduled and the contractor or representative would need to be present.

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

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

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

The contractor would be called, upon selection, to sign an agreement with the CHCL, after the testing period.

#### **V. TENDERERS**

- (a) Tenderers should hold a valid trade and victualler licence for running the canteen and should submit proof thereof. Tenderers who quote in the name of a corporate body should be duly registered firms, and submit proof thereof.
- (b) The tenderers are required to furnish a bid security, as part of the Bid, an office Bank cheque for an amount of Rs 25,000. The bid security will be refunded to unsuccessful bidders once the contract is signed by the selected bidder.
- (c) Tenderers should submit documentary evidence as to details of experience during the last three years, and details of contact persons for further references.
- (d) Tenderers should provide details of daily dishes to be provided over a period of one month in the tender.
- (e) Tenders not complying with anyone of the above four conditions will be set aside outright.
- (f) At the signature of the contract, the selected contractor will have to submit:
  - (i) The names of their employees together with their health certificate and food handlers certificate from the Ministry of Health in compliance with the Food Act. Good conduct certificate from Police must also be submitted.
  - (ii) Copies of insurance policies arising of their activities.
  - (iii) A Performance security of Rs 50,000. valid one month beyond the contract period as per annexed format.

## **VI. TENDERS**

Tenders in two copies, in sealed envelopes, clearly marked “Tender for the Provision of Canteen Services” and addressed to the Officer in Charge , should be lodged in the Tender Box, situated in the Registry at the Cargo Handling Corporation Ltd, CHCL Building, Mer Rouge, Port-Louis **by Tuesday 29 May 2018 at 1330 hours latest.**

The Company does not bind itself to allocate the tender as a result of this invitation, nor will it assign any reason for the rejection of the tenders.

## **GENERAL TENDER CONDITIONS**

1. The contract shall not be transferred unless the transfer has been sanctioned by the Cargo Handling Corporation Limited, hereafter referred to as the Company.
2. In the event of the registration of the contract becoming necessary, the cost of such registration shall be borne by the contractor.
3. In the event of the contractor failing to supply the services indented for according to the requisition and within the time fixed, the Company will be at liberty to purchase the required meals from other sources at the contractor's expense.
4. Any penalty to which the contractor has rendered himself liable under any clause of the conditions and any expenditure borne by the Company as a result of action taken under any clause of the conditions shall at the will of the Company, be deducted from any amount due or that may become due to the contractor under this or any other contract with the Company.
5. In case of breach or failure in any of the conditions of the contract, the Company may cause a notice to be left at the elected or last known domicile of the contractor to the effect that the contract entered into is cancelled by the Company and upon such service as aforesaid and without any other judicial formality, the contract shall cease and determine.

The contractor agrees to be bound by the decision of the Company that a breach of, or failure in any of the conditions of the contract has been committed.

6. Should the contractor himself put an end to the contract, otherwise than in accordance with law or where he has been penalized after a breach of the conditions of the contract then he shall be answerable to the Company for all damages suffered by the Company.
7. 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 150 days from closing date of the tender.
8. Tenderers who quote in the name of corporate body should be duly registered.