

Atal Bihari Vajpayee Institute of Public Service and Innovation

MedTech Street, Cote d'Or Technopole, Minissy, Réduit
Tel: 490-4015 e-mail: finance@aipsi.mu

BIDDING DOCUMENTS

for

**Selection of a Service Provider for the Running of
a Canteen at the Atal Bihari Vajpayee
Institute of Public Service and Innovation
(AIPSI)**

(Open National Building)

Procurement Reference No:

AIPSI/ONB/2026/01/Canteen

**Client: Atal Bihari Vajpayee Institute of Public Service and Innovation
(AIPSI), MedTech Street, Cote D'Or Technopole, Minissy, Réduit**

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SECTION I. INSTRUCTIONS TO BIDDERS

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A. General

1. **Scope of Bid**
 - 1.1 The **Atal Bihari Vajpayee Institute of Public Service and Innovation** invites bids for the running of a Canteen, situated at **Atal Bihari Vajpayee Institute of Public Service and Innovation, MedTech Street, Cote D'Or Technopole, Minissy, Réduit**, as described in the Scope of Service in Section III.
 - 1.2 The contract shall be for an initial period of **Two (2) years, renewable yearly for an additional period of Two (2) years, subject to satisfactory performance**. However, the contract may be terminated by any party, at any point in time during the said two-year period, by giving **one month** notice.
2. **Public Entities Related to Bidding Documents & to Challenge and Appeal**
 - 2.1 The public entities related to these bidding documents are the AIPSI, 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.)
 - 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.
3. **Corrupt Practices**
 - 3.1 The Government of the Republic of Mauritius requires that bidders/suppliers/contractors/Public officials, participating in procurement in Mauritius, observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy,
 - (1) *A bidder or a supplier shall not engage in or abet any corrupt or fraudulent practice, including the offering or giving, directly or indirectly, of improper inducements, in order to influence a procurement process or the execution of a contract, including interference in the ability of competing bidders to participate in procurement proceedings.*
 - (2) *A bidder or a supplier shall not engage in any coercive practice threatening to harm, directly or indirectly, any person or his property to influence his participation in a procurement process, or affect the execution of a contract.*
 - (3) *A bidder shall not engage in collusion, before or after a bid submission, designed to allocate procurement contracts among bidders, establish bid prices at artificial non-competitive levels or otherwise deprive the AIPSI of the benefit of free and open competition.*
 - (4) *The AIPSI shall reject a bid if the bidder offers, gives or agrees to give an inducement referred to in subsection (1) and promptly notify the rejection to the bidder concerned and to the Policy Office.*
 - (5) *(a) Subject to paragraph (b), a bidder or supplier who is responsible for preparing the specifications or bidding documents for, or supervising the execution of a procurement contract, or a related company of such*

bidder or supplier, shall not participate in such bidding.

(b) Paragraph (5) shall not apply to the several bodies (consultants, contractors or suppliers) that together may be performing the supplier's obligations under a turnkey or design-build contract."

(6) (a) No public official, or his close relative, shall participate as a bidder in procurement proceedings of that public body and no award of a procurement contract shall be made directly to such official or to any body in which he or his close relative, is employed in a management capacity or has a substantial financial interest.

(b) "close relative" includes spouse, child, grandchild or parent.

- 4. Eligible Bidders** 4.1 To be eligible bidders should:
- (a) hold a valid trade and victualler licence for running the Canteen.
 - (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.
- 5. Qualification of the Bidder** **Bidders should submit:**
- (a) details of experience in services of a similar nature and size during the **last two years**, and details of contact persons for further references;
 - (b) a list of major items of equipment that the bidder will provide to carry out the service;
 - (c) experience and profile of key personnel proposed for the Contract. A professional qualification related to culinary field would be an important advantage; and
 - (d) evidence of tax clearance from the Mauritius Revenue Authority.
- 6. Cost of Bidding** 6.1 The bidder shall bear all costs associated with the preparation and submission of his bid, and the AIPSI 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 site 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 a Pre-Bid Meeting.

A Pre-Bid Meeting followed by a site visit is scheduled on Tuesday 04 August 2026 at 10.00 hours at Location, Réduit.

B. Bidding Documents

8. Content of Bidding Documents

8.1 The set of bidding documents consists of the documents listed in the table below and addenda issued in accordance with ITB Clause 9:

Section I	Instructions to Bidders (pages 3 to 12)
Section II	Bidding and Contract Forms (pages 13 to 29)
Section III	Technical Specifications and Scope of Service (pages 30 to 37)
Section IV	General Conditions of Contract (pages 38 to 45)
Section V	Securities Form (pages 46 to 47)

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 **Atal Bihari Vajpayee Institute of Public Service and Innovation** in writing or e-mail at the address indicated hereunder:

The Secretary of Departmental Bid Committee (DBC)

Atal Bihari Vajpayee Institute of Public Service and Innovation
Ground Floor
MedTech Street
Cote D'Or Technopole
Minissy, Reduit
Tel : 4904015
Email: finance@aipsi.mu

The **Atal Bihari Vajpayee Institute of Public Service and Innovation** will respond to **any request for clarification received earlier than 14 days**, before the deadline for submission of bids, by issuing addendum to the bid document if required.

9.2 Before the deadline for submission of bids, the **Atal Bihari Vajpayee Institute of Public Service and Innovation** 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 e-mail to **Atal Bihari Vajpayee Institute of Public Service and Innovation**

9.4 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the **Atal Bihari Vajpayee Institute of Public Service and Innovation** shall extend, as necessary, the deadline for submission of bids.

C. Preparation of Bids

10. Documents Comprising the Bid

10.1 The Bidder shall submit the following documents as 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, including copy of valid trade and victualler licence, business registration certificate, certificate of incorporation, VAT registration, as applicable;
 - (ii) List of contracts for catering services for the last **Two (2) years** duly supported by documentary evidence and details of contact persons;
 - (iii) A precise list of the equipment and furniture (if any) that the Bidder would provide at the Canteen as per the format attached to the Bid Submission Form;
 - (iv) Bidders must also submit a sketch layout of their proposed service counter, indicating how their equipment and furniture would be placed in the Canteen;
 - (v) The successful bidder may provide his own service counter at the Canteen. The counter should therefore be clearly indicated in the said layout.
- (c) 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.

11. Format and signing of document

11.1 The original 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 initialled 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 running of the Canteen and selling foodstuffs to the Atal Bihari Vajpayee Institute of Public Service and Innovation students and personnel** according to the indicated prices in the bid submission form, subject to increase/decrease as agreed thereafter between the two parties to reflect substantial changes in the price of food commodities in the market.

13. Incomplete Bids

13. Bidders must submit offers for the whole of the required services. Bids submitted for some sections only will not be considered.

14. Payment of Rent

14.1 Advance Deposit

Upon award of contract, the successful bidder will, *inter alia*, be required to pay **Two (2) month's rent** as an advance deposit in cash or alternatively submit an office cheque for the said amount.

14.2 Electricity and Water Consumption Charges

Monthly rent shall be inclusive of Electricity and Water charges

14.3 Regular Monthly Payments

All subsequent payments shall be made through a **bank standing order at a date not later than the tenth day of each month.**

To this effect, the successful bidder will be required to submit a confirmation from his/her bank that arrangements have been made for the required bank standing order to be observed during the contract period and that the standing order cannot be revoked without the clearance of the AIPSI.

14.4 Payment Delays

Delays in payment of the monthly charges shall attract a penalty of 1% of the amount due for each calendar day of delay up to a maximum of 10% of the total amount of the contract, while persistent delays may lead to the termination as of right of contract with one month's notice.

15. Bid Validity

15.1 Bids shall remain valid for a period of 90 days as from the deadline set for the submission of bids.

16. Bid Securing Declaration

The Bidder shall subscribe, as part of the Bid, to a Bid Securing Declaration as per annexure to the Bid Submission Form at Section II A (see page 16).

D. Submission of Bids

17. Sealing and Marking of Bids

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

17.2 The envelope shall

- (a) bear the name and address of the bidder;
- (b) be addressed to **The Registrar, Atal Bihari Vajpayee Institute of Public Service and Innovation** and **deposited in the Tender Box** located at the address indicated hereunder:

**Atal Bihari Vajpayee Institute of Public Service and Innovation
Ground Floor
MedTech Street
Cote D`Or Technopole
Minissy, Reduit**

not later than **Tuesday 25 August 2026 at 13.00 hours**. Late quotations will be rejected.

- (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 at page 10.

17.3 The bidder is to submit the following documents along with his bid:

- (a) The Bid form as contained in **Section II** with the rates duly filled in and signed;
- (b) Particulars of bidder as described hereunder:
 - (i) A brief profile of the bidder, including copy of valid trade and victualler licence, business registration certificate, certificate of incorporation, VAT registration, as applicable;
 - (ii) List of contracts for catering services for the last **two (2) years** duly supported by documentary evidence and details of contact persons;
 - (iii) A precise list of equipment and furniture (if any) that the bidder would provide at the Canteen as per the format attached to the Bid Submission Form;
 - (iv) Bidders must also submit a sketch layout of their proposed service counter and indicating how the proposed equipment and furniture will be placed in the Canteen.

Kindly note that the successful bidder may provide his own service counter at the Canteen. The counter should therefore be clearly indicated in the said layout; and

(c) 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.

17.4 If the outer envelope is not sealed and marked as above, **Atal Bihari Vajpayee Institute of Public Service and Innovation** will assume no responsibility for the misplacement or premature opening of the Bid.

18. Deadline for Submission of Bids 18.1 Bids shall be delivered to **Atal Bihari Vajpayee Institute of Public Service and Innovation** at the address specified in sub-clause 17.2 (b) not later than **Tuesday 25 August 2026 at 13:00 hours**.

18.2 The AIPSI 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 AIPSI and the bidders previously subject to the original deadline will then be subject to the new deadline.

19. Late Bids 19.1 Any Bid received by the AIPSI 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

20. Bid opening 20.1. The **Atal Bihari Vajpayee Institute of Public Service and Innovation** shall open the Bids in the presence of the bidders' representatives who choose to attend:

Date & Time : Tuesday 25 August 2026 at 13:15 hours

Venue : **Atal Bihari Vajpayee Institute of Public Service and Innovation
Ground Floor
MedTech Street
Cote D'Or Technopole
Minissy, Reduit**

21. Process to be Confidential 21.1 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 successful bidder is notified of the award. Any effort by a Bidder to influence the AIPSI's processing of bids or award decisions may result in the rejection of his bid.

21.2 If, after notification of award, an unsuccessful bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the AIPSI, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid.

22. Correction of Errors 22.1 Bids determined to be substantially responsive shall be checked by the AIPSI for any arithmetic errors. Errors shall be corrected by the AIPSI 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 AIPSI 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.

22.2 The amount stated in the bid shall be adjusted by the AIPSI 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 bidder may be disqualified from bidding for any contract with any Public Body for a period of time to be determined by the Procurement Policy Office under Section 35 of the Public Procurement Act 2006.

22.3 In the examination of substantially responsive bids, the AIPSI 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 AIPSI 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 sign 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.

**23. Evaluation
and
Comparison of
Bids**

23.1 The AIPSI 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.

23.2 In evaluating the bids, the AIPSI will compare the quoted rates based on an estimated quantity of the regular items for the sale of a normal working week as per attached list in Section V.

F. Award of Contract

**24. Award
Criteria**

24.1 The AIPSI 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.

- | | |
|--|---|
| 25. AIPSI's Right to Accept any Bid and to Reject any or all Bids | 25.1 Notwithstanding ITB Clause 24, the AIPSI 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 towards any bidder or bidders. |
| 26. Notification of Award and Signing of Agreement | <p>26.1 Following the identification of the successful bidder, the AIPSI shall issue the letter of acceptance.</p> <p>26.2 The Letter of Acceptance shall constitute part of the formation of the Contract, subject to the bidder furnishing the Performance Security in accordance with ITB Clause 27 and signing the Agreement.</p> <p>26.3 The Agreement shall incorporate all agreements between the AIPSI and the successful bidder. It shall be signed by the AIPSI 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 AIPSI.</p> |
| 27. Performance Security | Not Applicable |

Section II. Bidding and Contract Forms

Table of Forms

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

The Registrar
Atal Bihari Vajpayee Institute of Public Service and Innovation
Ground Floor
MedTech Street
Cote D'Or Technopole
Minissy, Redit

Sir/Madam,

**SELECTION OF A SERVICE PROVIDER FOR THE RUNNING OF
A CANTEN AT THE ATAL BIHARI VAJPAYEE INSTITUTE OF PUBLIC SERVICE AND
INNOVATION, MEDTECH STREET, COTE D'OR TECHNOPOLE, MINISSY, RÉDUI**

1. I/We,, the undersigned, having examined the Bidding Documents for the above-mentioned service, do hereby undertake to run a Canteen, at the AIPSI, MedTech Street, Cote D'Or Technopole, Minisy, Redit, in conformity with the said Bidding Documents at a monthly rent of **Rupees..... (Rs.....)**, inclusive of electricity and water charges.
2. I/We hereby offer to sell foodstuffs at the rates mentioned at the Schedule of Proposed Foodstuff and Prices annexed herewith, subject to increase/decrease mentioned in ITB 12.1.
3. I/We undertake, if our bid is accepted, to run the Canteen as from the date to be stipulated in the Letter of Award.
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. We have read and understood the content of the Bid Securing Declaration (BSD) attached hereto and subscribe fully to the terms and conditions contained therein. We further understand that this subscription shall be construed as a Bid Securing Declaration which could lead to disqualification on the grounds mentioned in the BSD.
6. I/We undertake, in the event of your acceptance of my/our bid, to execute with you, within 21 days of its receipt, a Form of Agreement embodying all the terms and conditions agreed upon. Until the 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.

7. I/We understand that the AIPSI 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 towards any bidder.

I/We have read the Instructions to Bidders, the Technical Specifications and Scope of Service and the General Conditions of Contract of the present Bidding Documents and I/We agree to abide by same.

Dated this Day of 2026.

Name :

Signature :

In the capacity of :

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

Address :
.....

Telephone No (Office) : **Mobile No. :**

Fax No : **Email:**

Bid Securing Declaration

By subscribing to the undertaking in the Bid Submission Form:

I/We* accept that I/we* may be disqualified from bidding for any contract with any Public Body for the period of time that may be determined by the Procurement Policy Office under section 35 of the Public Procurement Act, if I am/we are* in breach of any obligation under the bid conditions, because I/we*:

- (a) have modified or withdrawn my/our* Bid after the deadline for submission of bids during the period of bid validity specified by the Bidder in the Letter of Bid; or
- (b) have refused to accept a correction of an error appearing on the face of the Bid; or
- (c) having been notified of the acceptance of our Bid by the AIPSI during the period of bid validity, (i) have failed or refused to execute the Contract, if required, or (ii) have failed or refused to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We* understand this Bid Securing Declaration shall cease to be valid (a) in case I/we am/are the successful bidder, upon our receipt of copies of the contract signed by you and the Performance Security issued to you by me/us ; or (b) if I am/we are* not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our* Bid.

In case of a Joint Venture, all the partners of the Joint Venture shall be jointly and severally liable.

Atal Bihari Vajpayee Institute of Public Service and Innovation

**Procurement Reference Number: xxxx – Selection of a Service Provider for the
Running of a Canteen,**

Location : As per Section III	Monthly Rs
Monthly Rental (including electricity and water charges)	

List of Services and Priced Activity Schedule Authorised By:

Signature: _____ Name: _____

Position: _____ Date: _____

Authorised for and on behalf of: _____ (DD/MM/YY)

Company: _____

List of Proposed Menus, Beverages, Snacks & Other Items and their Prices

(A) BEVERAGES

ITEM			QUANTITY PER SERVING [mL]	UNIT PRICE (Rs)
1.	Tea		200 ml	
2.	Coffee		200 ml	
3.	Fruit Juice			
	3.1 Fresh Fruit Juice		200 ml	
	3.2 Processed Fruit Juice (Please specify make and quantity in ml)			
	3.3 Others (please specify make and quantity in ml)			
4.	Mineral Water		0.5 L	
			1.0L	
			1.5L	
5.	Soft Drinks	Diet	0.5 L	
			1.0L	
			1.5L	
		Non-diet	0.5 L	
			1.0L	
			1.5L	
6.	Dairy Products (Please specify make and quantity in ml)			
7.	Energy Drinks (Please specify make and quantity in ml)			
8.	Other (Please Specify)			

(B) FOOD OFFERING

ITEM		QUANTITY PER SERVING [Gms]		UNIT PRICE (Rs)
1.	BOILED NOODLES 150g boiled noodles – 1 Portion			
	1.1 Plain (150g noodles)			
	1.2 Egg	+ 50g egg		
	1.3 Chicken			
	1.4 Chicken & Egg	Chicken	+ 50g chicken	
		Egg	+ 50g egg	
	1.5 Lamb	+ 50g Lamb		
	1.6 Vegetables	+ 150g Vegetables		
	1.7 Other (Please specify)			
2.	(PRE-COOKED) FRIED NOODLES 150g fried noodles – 1 portion			
	2.1 Vegetarian	+ 150g Vegetables		
	2.2 Egg	+ 50g egg		
	2.3 Chicken	+ 50g chicken		
	2.4 Chicken & Egg	Chicken	+ 50g chicken	
		Egg	+ 50g egg	
	2.5 Chicken, Egg & Vegetables	Chicken	+ 50g chicken	
		Egg	+ 50g egg	
		Vegetables	+ 50g vegetables	
	2.6 Lamb	+ 50g Lamb		
	2.7 Other (Please specify)			

ITEM		QUANTITY PER SERVING [Gms]	UNIT PRICE (Rs)
3.	(PRE-COOKED) FRIED RICE 150g fried rice – 1 portion		
	3.1 Vegetarian	+ 150g Vegetables	
	3.2 Egg	+ 50g egg	
	3.3 Chicken	+ 50g chicken	
	3.4 Chicken & Egg	Chicken	+ 50g chicken
		Egg	+ 50g egg
	3.5 Chicken, Egg & Vegetables	Chicken	+ 50g chicken
		Egg	+ 50g egg
		Vegetables	+ 50g vegetables
	3.6 Lamb	+ 50g Lamb	
	3.7 Other (Please specify)		
4.	Fruits (Please specify)		
5	Salads (Please specify)		
	5.1 Fresh Fruits Salads (Please Specify)	g	
	5.2 Vegetables Salads (Please Specify)	g	
	5.3 Other Salads (Please Specify)	g	
6	Pain Fourré (Please Specify)	g	
7.	Sandwich (Please Specify)	g	
8.	Farata (Please Specify)	g	
9.	Dholl Puree (Please Specify)	g	
10	Others (Please Specify)		

Note:

- The above tables serve as a format to guide prospective bidders as to the information required. In preparing their list of items and prices, Bidders should, as far as possible, specify the name of the item, essential ingredients/components such as chicken, egg, vegetables (and their quantity) and their corresponding prices so as to provide an idea of the type/quantity being offered for the proposed prices;
- Bidders are advised that no cooking/frying of food will be allowed in or outside the premises. However, heating of food will be allowed; and
- Bidders are required to sell a variety of fresh fruits at normal market prices.

(C) SNACKS

Please specify below the snacks proposed to be put on sale along with an indication of the average weight/size.

ITEM		QUANTITY PER SERVING <i>[gm or ml]</i>	UNIT PRICE (Rs)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
21.			
22.			
23.			
24.			
25.			

(D) ADDITIONAL PROPOSALS FROM BIDDERS

Bidders are requested to describe below other food, drinks or snacks that they propose to offer.

ITEM		QUANTITY PER SERVING [ML] OR [G]	UNIT PRICE (Rs)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

For each item, the corresponding weight (in gms) or volume (in ml) should also be mentioned.

(E) CHARGES FOR TAKE-AWAYS

ITEM		UNIT PRICE (Rs)
1.	Take-away with fork, spoon and napkin	
2.	Others (Please specify)	

I/WE hereby offer to provide the requested services at the above locations, using the listed equipment assisted by personnel as mentioned, against payment of the monthly rent as indicated by the AIPSI and by putting on sale the items listed at the proposed prices.

Signature: _____ Name: _____

Position: _____ Date: _____

Authorised for and on behalf of: _____ (DD/MM/YY)

Company: _____

Tel No.: _____ Fax No.: _____ Email: _____

Qualification Information

1. EXPERIENCE / QUALIFICATIONS OF BIDDER

Name of Caterer :

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

.....
.....
.....
.....
.....
.....
.....
.....

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

.....
.....
.....
.....
.....
.....
.....
.....

Signature :

Date :

2. LIST OF EQUIPMENT TO BE PROVIDED BY BIDDER

ITEM		MAKE / MODEL/DESCRIPTION	QTY
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

3. A SKETCH LAYOUT TO BE PROVIDED

SN	DESCRIPTION [PLEASE LIST THE FURNITURE (IF ANY) TO BE PROVIDED]	QTY
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

LIST OF PROPOSED PERSONNEL

NAME		AGE	DESIGNATION	EXPERIENCE
	<u>Full-Time</u>			
1.				
2.				
3.				
4.				
5.				
	<u>Part-Time</u>			
1.				
2.				
3.				
4.				
5.				

Note: All Personnel should possess a Food Handlers Certificate

B. Format of Letter of Acceptance

AIPSI

[date]

To: *[name and address of the Service provider]*

This is to notify you that your bid dated *[date]* for the running of a Canteen at Atal Bihari Vajpayee Institute of Public Service and Innovation, at a monthly rental of Rupees(Rs.....) (including electricity and water charges), and at your proposed prices of food items mentioned therein is hereby accepted by the AIPSI.

Yours faithfully

Authorized Signature: _____

Name and Title of Signatory: _____

Encl: Contract (in two originals)

C. Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made on the [day] day of the month of [month], [year], between, on the one hand, the AIPSI 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 “ AIPSI”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and in solido liable to the AIPSI 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 AIPSI 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 AIPSI 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 Contract, 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 AIPSI

2. The mutual rights and obligations of the AIPSI 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 AIPSI 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 two originals, one for each party, in their respective names as of the day and year first above written.

For and on behalf of AIPSI

[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. INTRODUCTION

The **Atal Bihari Vajpayee Institute of Public Service and Innovation (AIPSI)** is a statutory body established under the Atal Bihari Vajpayee Institute of Public Service and Innovation Act, 2025. The Institute serves as the national centre of excellence for the development of the public sector through training, research, consultancy and the promotion of innovation in public administration.

AIPSI is mandated to strengthen the capacity of public officers and public sector institutions by delivering high-quality learning and development programmes, fostering leadership and good governance, promoting digital transformation, and encouraging innovation in the design and delivery of public services. The Institute also undertakes research and advisory services to support evidence-based policymaking and the continuous improvement of public sector performance.

AIPSI receives an average of approximately 200 people daily, including staff members, trainees, facilitators, consultants, visitors and other stakeholders. The Institute operates at full capacity for approximately ten (10) months of the year, during which training programmes, workshops, conferences and other official activities are conducted on a regular basis.

AIPSI also houses a modern auditorium with a seating capacity of 265 persons. The auditorium is regularly hired by Ministries, Government Departments, Parastatal Bodies, Statutory Organisations and private sector companies for conferences, seminars, workshops, training programmes and other official events. Consequently, the Institute experiences a high volume of visitors throughout the year

As part of its strategic vision, AIPSI is poised to become a recognised centre of excellence in public service and innovation within the Indian Ocean region and internationally. The Institute is progressively expanding its academic and professional offerings with the objective of becoming an accredited awarding body, delivering full-time academic programmes leading to qualifications such as Bachelor's, Master's and Doctoral (PhD) degrees, alongside its existing professional development and executive education programmes.

In this connection, the AIPSI invites sealed bids for the Running of a Canteen situated at MedTech Street, Cote D'Or Technopole, Minissy, Reduit.

2. ELIGIBILITY

This invitation to quote applies to eligible caterers (not already providing contractual/catering services to the Institute) **with at least two years' experience and a proven track record in the provision of the services** as outlined in the present Bidding Documents.

3. DESCRIPTION OF PREMISES

A building space with a floor area of approximately 100 m² will be made available for setting up a Canteen.

4. SCOPE OF SERVICE

4.1 Routine Services

As daily routine services to staff and participants, the Caterer shall have to provide the following:

- (i) General cutlery and napkins and special crockery and cutlery for occasions, as may be applicable;
- (ii) A proper and aesthetic service counter;
- (iii) Display cabinets and shelves;
- (iv) Hot and cold meals, as appropriate;
- (v) Individual outdoor and take away services;
- (vi) Vegetarian and non-vegetarian menu **excluding gelatine, beef and pork products/derivatives;**
- (vii) A large variety of soft drinks (various brands and including diet soft drinks), snacks and fruits;
- (viii) Other food and drink items acceptable to the AIPSI;
- (ix) Clear display of the prices of food, drinks and other items;
- (x) Rapid and effective service, especially during peak hours;
- (xi) Introduction of new/additional food, drinks and other items should be done with the prior approval of the AIPSI and at approved prices; and
- (xii) Adequate offer of food, drinks and other items during the daily time period the Canteen is required to operate.

Note: (a) No cooking/frying of food will be allowed in or outside the Canteen. However, heating/steaming of pre-cooked food will be allowed by means of electricity or gas; and
(b) Boiling of noodles, tea and coffee will be allowed.

4.2 Ad-Hoc Services

The Caterer **may** also be called upon on an ad hoc basis to service official functions organised by the AIPSI, such as Award Ceremonies, seminars at national and international level and meetings of statutory committees as well as catering for business lunches, cocktails and other formal gatherings.

The purpose of mentioning these specialised services is merely to provide bidders with a wider exposure to additional services that **may** be required from the AIPSI Caterer. However, the attention of bidders is particularly invited to the following:

- (i) The AIPSI reserves the right to contract out the catering services in respect of any of its functions to a third party; and
- (ii) Given the formal nature of such functions and the fact that these functions are often attended by eminent personalities and overseas visitors, the overall quality of the catering service is an important aspect associated with the corporate image of the AIPSI.

For these functions, the following procedure must be used for the submission of invoices:

- (a) proper original invoices in the name of the bidders and duly signed, to be submitted;
- (b) at the end of each function, the caterer requires the relevant responsible AIPSI staff to acknowledge (in writing) the catering services provided by the caterer (including copy of all items consumed) and the associated cost. The caterer shall then attach such an acknowledgement to the invoice when claiming release of payment; and
- (c) Invoices should, be submitted on the day or as soon as possible after delivery of service but never beyond one month's delay.

4.3 The successful bidder will:

- (a) provide his/her own personnel who should be in possession of valid medical certificates and food handlers certificates; and
- (b) have to submit a list of his personnel together with a photocopy of the medical certificate for each one; and
- (c) not allow unauthorised persons in the kitchen.

4.4 Promotion of Balanced Diets & Healthy Foodstuffs

In proposing and providing his/her menus and other foodstuffs at the Canteen, the Caterer shall promote balanced diets and healthy foodstuffs through such means (but not restricted to) as the following:

- (i) As far as possible, meals should be accompanied by a portion of salad and be balanced in terms of energy (rice/bread), protein food (pulse/meat/fish) and at least one vegetable;
- (ii) Bread with burgers/sausage/meat /fish need to include some salad;
- (iii) Snacks for tea break should not be limited to fried cakes;
- (iv) Healthy drinks and snack options should always be available (e.g. dairy products, fruits, salad dishes, sandwich, etc.); and
- (v) A supply of fresh fruits should be daily available.

5 FOOD ACT AND OTHER LEGISLATIONS

The successful Caterer will also be required to observe the conditions as stipulated in the Food Act, Food Regulations (and subsequent amendments/legislations), and as required by prevailing laws and legislation, in particular with regard to the following:

5.1 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.

5.2 Provision as to Wrapping of Food

- a) No licensee shall sell any food ready for immediate human consumption to any purchaser unless
 - i) the food is packed, wrapped or covered so as to protect it efficiently from flies, dust or any contaminating matter;
 - ii) the material used for wrapping the food is clean except where such writing or printing is for the purpose of labelling;
- b) 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.

5.3 Prohibition of Unhygienic Practices in Food Vending

- a) 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.
- b) No person shall whilst engaged in the sale of unwrapped cooked food handle bank notes or coins.

5.4 Hygiene of Crockery and Other Utensils

- a) 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
 - 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.
- b) Paragraph (a) shall also apply to any person who sells food but who is not the holder of a licence.

5.5 Drinking Straws

- a) The licensee of any premises where beverages are sold shall –
 - i) provide and maintain in clean order a container for drinking straws;
 - ii) not re-use drinking straws.
- b) Paragraph (a) shall also apply to any person who sells beverages and who is not the holder of a licence.

5.6 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, 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.

5.7 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.

5.8 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 AIPSI Canteen.

5.9 Prohibition of Food Handling by Infected Person

Any person who is suffering from any infection, disease, diarrhoea, 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.
- (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.

5.10 Sanitary Measures during Pandemic Situation

All necessary sanitary measures should be implemented and strictly observed during a pandemic situation.

- 6. Every person engaged in the preparation, serving, handling of food shall be in possession of a valid **Foodhandlers Certificate** issued by Ministry of Health and Wellness.
- 7. The Caterer shall post up in a conspicuous place the menus/foodstuffs/drinks/other items and the prices of all items offered for sale.
- 8. Any increase in prices of foodstuffs should first be approved by the AIPSI.
- 9. The Caterer shall give due consideration to the fact that lectures and other activities may be held up to late hours on the evening by ensuring the availability of adequate foodstuffs/drinks/other items that may be on demand during such hours.
- 10. The Caterer shall make good any damage to equipment that may be provided by the AIPSI save and except for ordinary wear and tear.

11. Conditions for Running the Canteen

- 11.1 In consideration of the premises/facilities and the opportunity provided by the AIPSI to the Caterer for offering his/her services, the Caterer shall pay an agreed monthly rental to the AIPSI as specified in the Bid Submission Form.
- 11.2 Any gas consumption or telephone call shall be at the expense of the Caterer.
- 11.3 The Caterer shall provide at least one electronic cash register for his/her general billing purposes, which will also print out receipts for customers.
- 11.4 The successful bidder/caterer will be required to provide, at his/her own cost, any required equipment, furniture, accessories and everything else necessary for the provision of the services required as per the present bidding documents and subsequent addenda thereto.
- 11.5 The Caterer shall be responsible for keeping the premises neat, tidy and clean at all times.
- 11.6 The Caterer shall be expected to employ his own personnel bearing in mind the duration and other terms and conditions of the Contract.

- 11.7 The Caterer shall be accountable to the AIPSI, for the proper running of the Canteen. The Committee may require regular reports to be submitted by the Caterer on relevant indicators of service quality.

The Caterer's only line of communication shall be through the AIPSI Administration. All correspondence should be addressed to the Registrar, AIPSI.

The Caterer shall not write to individual staff and students. Furthermore, he/she must not intervene in students and/or staff matters as well as with general AIPSI's activities.

- 11.8 The opening hours of the Canteen shall normally be on weekdays from 8.00 a.m. to 4.00 p.m., depending on demand, courses may be on Saturdays from 8.00 a.m. to 5.00 p.m., or at such times or on such days as may be determined by the AIPSI.

The Caterer shall ensure that effective service to students and staff is delivered during peak hours.

- 11.9 The premises of the AIPSI Canteen shall not be used to cater for functions other than those of the AIPSI, except with the written permission of the Registrar, AIPSI Committee, and subject to applicable terms and conditions as per Section 12.12 below.

- 11.10 The Caterer may render services to outside parties (e.g. to external institutions renting the AIPSI Lecture Theatres, Training Rooms and Auditorium provided that:

11.10.1 such catering is not detrimental to the services provided to AIPSI Staff and Students;

11.10.2 written permission has been obtained from the Registrar of the AIPSI; and

11.10.3 subject to applicable terms and conditions as per Section 8.12.

- 11.11 The Caterer shall keep the AIPSI Canteen under hygienic conditions in accordance with the Public Health Act, the Food Act or Food Regulations and other relevant enactments, and shall comply with the directives that the AIPSI Board may issue from time to time. The AIPSI Registrar or any delegated member/officer may visit the Canteen weekly to ensure that hygienic conditions are being properly observed. Samples of food from the Canteen may be required to be tested by relevant authorities as and when required. In this connection, the Caterer shall keep an electronic balance for such tests at any time.

Pest control at the Canteen shall be Caterer's responsibility.

- 11.12 The Caterer or an experienced Supervisor delegated by him/her should be present at the AIPSI Canteen on a full-time basis. In his/her absence, the Caterer/substantive supervisor shall nominate a replacement supervisor and advise the AIPSI accordingly with at least one week's notice.

- 11.13 The Caterer shall not sub-contract, to a third party, the running of the Canteen or any other catering service required from him/her by the AIPSI.

12 Payments to AIPSI

12.1 Advance Payment

Upon award of contract, the successful Bidder will, inter alia, be required to submit a bank office cheque for two months' rental charges, as an advance deposit.

12.2 Regular Monthly Payments

All subsequent payments shall be made through a monthly bank standing order at a date not later than the tenth day of each month.

In this respect, the successful bidder will be required to submit a confirmation from his/her bank that arrangements have been made for the required bank standing order to be effective during the contract period and that the standing order cannot be revoked without the AIPSI's clearance.

12.3 Delays in payment of the monthly charges shall attract a penalty of 1% of the amount due for each calendar day of delay up to a maximum of 10% of the total amount of the contract, while persistent delays may lead to the termination as of right of contract with one month's notice.

13 Rights of AIPSI

During the contract period, the AIPSI reserves the right to introduce other catering outlets at other locations on its premises without any liability or obligation whatsoever to the successful bidder.

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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 AIPSI.
- (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) “AIPSI” means the party which contracts with 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 AIPSI 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 AIPSI;
- (n) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the AIPSI;
- (o) “Services” means the work to be performed as an independent contractor 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:

AIPSI's address: MedTech Street, Cote D'Or Technopole, Minissy, Reduit, Mauritius.

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 AIPSI 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 AIPSI or the Service Provider may be taken or executed by the officials specified :

AIPSI's Authorised Representative: **The Registrar**

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 AIPSI 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 the other Clauses, including 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 AIPSI 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.

Changes in the rates shall be executed after mutual agreement by the two parties to reflect variation in the price of food commodities in the market.

Any variation in the list of items on sale at the Canteen shall be subject to discussions and agreement between the two parties to the satisfaction of the customers.

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 fulfil 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

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider continue to be pay the daily rent as applicable, under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 For Convenience

- (a) The AIPSI may terminate the contract for its convenience at any time upon its determination that because of changed circumstances the continuation of the contract is not in the AIPSI’s interest.
- (b) Upon such a termination, the caterer will be entitled to reimbursement of expenses incurred in the performance of the contract, but will not be entitled to recover anticipated profits on the completion of the contract.

2.6.2 By the AIPSI

The AIPSI may terminate this Contract as of right, by giving one month’s 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

AIPSI may have subsequently approved in writing;

- (b) if the Service Provider become insolvent or bankrupt, or if ever a Receiver and/or Manager, or an Administrator, is appointed regarding the Service Provider;
- (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 AIPSI 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” 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” 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” 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” 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 a AIPSI 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, or

**2.6.2 By the
Service
Provider**

The Service Provider may terminate this Contract, by giving one month’s written notice to the AIPSI 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.

**2.6.3 Payment
upon
Termination**

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Service Provider shall make the following payments to the AIPSI:

- (a) all due rents for the Canteen and any compensations in respect of damages to the facilities made available to him under the terms

and conditions of contract.

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 AIPSI, and shall at all times support and safeguard the AIPSI'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

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 AIPSI's business or operations without the prior written consent of the AIPSI.

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 AIPSI, insurance cover in respect of its obligations to its employees and third parties under at least Employers' Liability insurance, General Public and Products Liability insurance, and Tenants Liability insurance; and such insurance policies shall include the AIPSI as additional insured; and (b) at the AIPSI's request, shall provide evidence to the AIPSI showing that such insurance has been taken out and maintained and that the current premiums have been paid. The insurance cover of the Service Provider shall be taken with an insurance company approved beforehand by AIPSI, and shall be for a minimum cover of:

- Employers' Liability
- Public Liability (including Tenant's Liability)

irrespective of the number of claims, and shall contain a clause to the effect that the insurance company shall not be subrogated in the rights of

	its insured in whatever circumstances.
3.5 Service Provider's Actions Requiring AIPSI's Prior Approval	The Service Provider shall obtain the AIPSI'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; and (d) such other action as specified in the Section III of the present Bidding Documents.
3.6 Liquidated Damages	
3.6.1 Payments of Liquidated Damages	The Service Provider shall pay liquidated damages to the AIPSI at the rate of Rs. 1,000 per day for each day that the service has not been provided. Payment of liquidated damages shall not affect the Service Provider's other liabilities and the other rights of AIPSI.
3.7 Performance Security	The Service Provider shall provide the Performance Security to the AIPSI no later than the date specified in the Letter of acceptance. The Performance Security shall be for an amount of Rs X0,000 from a local bank. The performance Security shall be valid for 90 days beyond the contract expiry date.

4. Service Provider's Personnel

4.1 Removal and/or Replacement of Personnel	(a) Except as the AIPSI 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 AIPSI finds that any of the Personnel have (i) committed misconduct or have been charged with having committed a criminal or other reprehensible action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the AIPSI's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the AIPSI. (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
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5. Obligations of the AIPSI

- 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 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 AIPSI shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Quality Control

- 6.1 Identifying Defects** The AIPSI 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 AIPSI may instruct the Service Provider to search for a Defect and to uncover and test any service that the AIPSI considers may have a defect.
- 6.2 Correction of Defects, and Lack of Performance Penalty**
- (a) The AIPSI 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 AIPSI's notice.
 - (c) If the Service Provider has not corrected a defect within the time specified in the AIPSI's notice, the AIPSI 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 party the matter shall be referred to the courts of Mauritius.