

Annex A:

Terms of Reference (TOR) for Catering Services at UNHCR-Sub Office, Cox's Bazar.

(i) Background information.

- The purpose of this TOR is to establish a Frame Agreement for the provision of Catering Services at The United Nations High Commissioner for Refugees (UNHCR) Sub Office Cox's Bazar as follows:
- Both Setting up and running a canteen for UNHCR Staff Members and official visitors and Providing catering services for conferences/workshops held at UNHCR premises
- UNHCR intends to sign a two (2) years Frame Agreement, which may be extended at the approval of both parties for an additional one (1) year.
- UNHCR office complex in Cox's Bazar is located at the following address: Motel Road, Cox's Bazar.
- There are around 200 personnel in the office.
- The average size of Conferences is between 30 to 100 persons in general and are held regularly in the office compound – around 2-3 conferences are held per week.
- The successful bidder will not be allowed to take food outside of the UNHCR compound. The non-respect of this provision will result in the termination of the contract.
- Financial offers:

Bidders shall submit individual prices for each item for the canteen; and for the catering service bidders shall come up with sample meals (morning/afternoon snacks & lunch menu) based on the meals/drinks and individual prices offered for the canteen.

(ii) Scope of Work.

Canteen

1) Responsibilities of the contractor:

- The contractor is responsible for provision of food and beverages for catering purposes including Snacks (Pastry, Pizza, Cream Caramels, Sweets, Singara, Samosa, Egg parotta, Puri etc.), hot drinks (tea, coffee, hot chocolate etc.), soft drinks (fresh fruit juice, sodas, water etc.), desserts (Biscuits, cakes, Pastry, Pudding, yogurt, different kind of desi sweets etc.), hot & cold snacks as well as lunch meals for UNHCR staff.
- The contractor is requested to set-up, serve, dismantle and clean the catering stations, when requested.

- The contractor is requested to provide daily catering services, as per UNHCR working days and operation hours from Sunday through Thursday of each week including the holy month of Ramadan. The proposed time of the required service:

Breakfast: from 8.30 am to 11.30 am

Lunch: from 11.30 am to 4.00 pm

- Weekend days are Fridays and Saturdays. Service may be required during public holidays if they are considered as working days in UNHCR office, whereas no services will be required during UN holidays.
- The contractor is also expected to designate personnel to provide desk to desk delivery for ordered beverages and meals directly to staff offices, if so requested by UNHCR, as well as collecting back the used cutlery and cash payment.
- The contractor is responsible for the cleanliness of the cafeteria area, dining area (tables, chairs & floor), utensils and cooking equipment and toilets at the cafeteria area. The contractor's personnel must keep the cafeteria very clean and tidy at all times. The required high level of hygiene standards are listed below.
- The contractor is also responsible for general solid waste collection and disposal to allocated areas outside UNHCR premises as per standards considering the environmental principals of waste collection and disposal. Recyclable materials (paper/cardboard, plastic bottles and plastic containers free of food waste, and cans – aluminum and steel), will be separated at the canteen level by users, segregated collection bins will be provided by UNHCR, but the contractor will ensure that the recyclables segregation area are kept clean and with clear and visible instructions on the waste segregation program.
- **UNHCR is responsible to provide the location, furniture, dispenser and all necessary operating equipment for the catering services such as fridge, microwave, cooker, deep fry etc. Bidder will be responsible for serving & providing refillable dishes, forks, knives, bowls, cups etc. Bidder to propose the number and quality of such kitchen accessories.**
- **Bidders to include in their offer the type and quantity of the different equipment needed - without prices. UNHCR will assess the equipment list, however, reserves the right to choose what equipment to purchase which the awarded bidder will work with in the canteen. The cost of acquisition of the equipment by UNHCR will NOT be considered in the financial evaluation of the bidders' offers.**
- The contractor is responsible to provide clean commercial drinking water for tea, coffee, etc. and cooking purposes. The use of tap water in preparation of food & beverages is not accepted. The contractor will also be responsible for ensuring installation of water dispensers and their cleaning on a regular basis, a minimum every month, and will provide to UNHCR receipts of disinfection signed by the commercial water contractor as proven evidence.
- The contractor is responsible for the safety, maintenance and condition of UNHCR cafeteria facility.

- The contractor is responsible to appoint a contact person that will deal with UNHCR requests. The contact person or a replacement shall always be available via phone during normal working hours. The contact person or the replacement shall be able to communicate easily in English and Bangla.
- The contractor is responsible to provide the required number of employees, as requested to provide the required services. **The contractor should employ its own laborer's according to the Bangladesh Labor Law** (Catering service).
- The contractor should develop its own work plan to ensure that required catering services are provided in line with the responsibilities assigned above. The contractor is fully responsible for his employees' attitude, hygiene standard (including wearing gloves and hats in the process of food preparation and service) which is complied with the agency law and regulations.
- The contractor should ensure that employees have previous work experience in large canteens, hotels, for a period of minimum two years and should have the knowledge and aptitude of preparing food both vegetarian and non-vegetarian.
- The contractor should provide for each employee assigned to this contract with the copy of:
 - valid ID card
 - Certification of no criminal record certificate from the competent security authorities for his employees
 - Health certificates (devoid of communicable and infectious diseases) from the concerned authorities for his employees not only the chef.
- The Agency shall ensure that staff deployed in catering services is free from any infection or communicable diseases (including coronavirus) and arrange their regular Health check Ups at least biannual. Awarded supplier must provide Health certificate for all cafeteria workers Once a year, moreover UNHCR might ask for the Health certificate of the workers any time.
- The contractor is responsible to provide employees with uniform during working hours. Uniform always has to be clean and tidy.
- The contractor is encouraged to send daily e-mails to UNHCR assigned Admin representative to announce daily promotions.

2) General conditions and additional requirements, including maintenance of the canteen space, staff and communication lines.

The contractor is expected to offer special reduced Food & Beverage prices to UNHCR personnel and its official visitors.

Food must be prepared in clean, hygienic and safe conditions, as per the approved menu, inside the UNHCR premises to ensure the freshness of food. Food should be presented in plates. Other items such as cakes, desserts may be prepared outside of UNHCR premises and brought to the office as readymade, according to Bangladeshi food hygiene standards.

The kitchen, dining hall, hand wash area, dish wash area etc. will be washed with water and soap solution and mopped, after every meal (breakfast, lunch, snacks) and will be disinfected once in a week or as required.

High quality of hygiene, sanitation and safety should be maintained at kitchen and dining halls. All the surrounding area of the canteen premises should be cleaned and washed daily.

The cafeteria will be opened at 8.30 a.m. and will be closed by 4.30 p.m. any changes in the timings needs to be approved by UNHCR Office Administration.

Food is served through counters on self-service basis or using the grab and go method as well to be provided to the UNHCR staff based on the request. The used cutlery to be collected from dining tables to be washed.

After every meal (breakfast, lunch, evening tea and dinner) all the plates, cups, glass ware, spoons, forks, knives etc., are to be collected through the plates-clearing platform with solid waste segregation (3 bins for recyclables and non-recyclable solid waste) and trays clearing trolleys, cleaned in soap solution and hot water and dried or by using the industrial dish washer and kept ready for next meal. All the cookware should also be washed in soap solution and hot water and should be available for use for cooking the next meal. The cleaning material supplied should be of quality approved.

Food, coffee, juice etc. should be served to offices and meetings for Official purposes when required only with standard cups (Ceramic) or glass.

Cleaning of dining tables should be carried out regularly and after each customer use. The wiping cloth should be cleaned and must be stored in a sanitizing solution.

Kitchen to be kept clean all the time and should be washed after cooking every meal with water and soap solution.

UNHCR premises including the cafeteria area is a smoke free environment and the employees of the contractor and the catering staff are expected to honor this policy.

Moreover, the sale of tobacco products (cigarettes) is not allowed in UNHCR premises.

The sale of alcohol products and pork-based meals is prohibited in UNHCR cafeteria.

There will be no single-use plastic items used for catering services within UNHCR premises.

The full contract period begins on the date of signature of the contract for a period of two years and subject to satisfactory performance may be renewed for another year. It will be renewed through mutual agreement of both parties. The responsibilities of the contractor will be used as a performance indicator in the evaluation process.

The contractor should provide the agreed prices of items contained in the menu. Prices for any additional items should be approved by UNHCR-Sub Office, Cox's Bazar. Contractor is not allowed to change the agreed price of any item on the menu list. Any changes in the price of the menu could be reviewed upon mutual agreement between the contractor and UNHCR based on the significant change in the pricing at the local market, but not more than twice a year.

Pricing and types of materials in the cafeteria should be agreed by both parties (UNHCR and the contractor).

All prices agreed must already be inclusive of all applicable taxes (VAT, etc.)

The contractor should provide detailed bills for staff members include dates, value, & specification.

The contractor should ensure speed of delivery and high quality of services and food.

The contractor should be responsible for any damage or vandalism caused by his employees inside UNHCR premises & Canteen equipment which are against its existing procedures and safety regulations.

A warning letter will be raised against any default or breach of these terms. After 3rd warning the contract may be terminated.

The contractor should refer to the Admin Unit for administrative issues and to Supply Unit for contractual issues. Focal persons will be shared with the awarded bidder.

3) UNHCR -Sub Office Cox's Bazar will provide:

- A cafeteria area in UNHCR -Sub Office Cox's Bazar consisting of:
 - i. Dining area
 - ii. Toilets area
 - iii. Kitchen area
 - iv. Covered entrance to the canteen
- free of charge use of the cooking area by UNHCR Staff Members and official visitors, including already installed equipment
- free of charge consumption of water for cleaning
- free of charge consumption of electricity
- **drinking water and gas for cooking shall be provided by the contractor**
- UNHCR reserves the right to inspect and oversee the functioning of canteen in all respect, with a view to ensure hygiene and efficient services as well as with regards to fulfilment of the terms and conditions of this contract.
- UNHCR is not responsible for any loss or damage that may occur for materials used and stored inside the cafeteria.
- UNHCR has the right to terminate the contract at any time by giving one month written notice.
- UNHCR will have the right to visit the cafeteria at any time during the contract to assess and evaluate the contractor's compliance with the contract terms.

4) For the proposed menu please see Annex B of this tender.

5) Minimum hygiene and health required standards:

- Raw materials received are branded ones and stored properly
- Food prepared properly and stored properly under Hygienic conditions
- Prepared items covered properly. When delivering F&B to staff office, the Food & Beverage plates and cups covered decently throughout delivery; till it reaches clients.
- Utensils are properly cleaned
- Floors are hygienically cleaned
- All cafeteria staff are to wear clean uniform
- All kitchen staff are in clean uniform with name tags and wearing gloves and caps
- Potable Drinking water cups arrangements neatly done
- Utensil washing area is properly maintained
- Dining hall, chairs and tables in cafeteria properly cleaned
- All items as per Menu provided
- All items in orderly and Presentable manner
- Fingernails of the canteen staff are trimmed and clean. Daily personal hygiene is observed by the canteen staff.
- Storage area/ fridge is clean
- Exhaust system is working
- Garbage disposal done regularly in line with the environmental requirements by the service provider.
- The Agency shall ensure that staff deployed in catering services is free from any infection or communicable diseases, including COVID-19, and arrange their regular Health check Ups at least biannual. Awarded supplier must provide Health certificate for all cafeteria workers.
- In view of the COVID pandemic, all staff employed by the contractor must go through a temperature check when entering the UNHCR office compound as well as must sanitize their hands at the time of entering the UNHCR compound and wear clean masks all the time within the perimeters of the UNHCR compound (not only in the kitchen area). Providing the masks will be the responsibility of the contractor. UNHCR reserves the right to deny the entrance of the contractor's staff in case s/he is not wearing a mask. In case of any of the contractor's staff working in the UNHCR compound got infected with COVID, the contractor shall immediately inform the UNHCR contract manager accordingly and take immediate appropriate action.

6) Prices and Payment.

- a) All prices shall be in BDT, already be inclusive of all applicable taxes (VAT, etc.)
- b) Prices submitted in response to this tender must be inclusive of all costs involved in the performance of the contract (e.g. to include delivery, supply and installation (if not already present) of equipment, maintenance of canteen area, salary of personnel, all overhead cost and profit margin).
- c) For the canteen services mentioned above, the customers will make payments directly at the counter by Cash or by cards (Visa/Master). UNHCR as a legal person will not pay for the canteen services, only customers as natural persons. Minimum amount accepted for payments by card free of charge **cannot be higher than BDT 500.**

Catering Service for Conferences

1) Responsibilities of the contractor:

The contractor is responsible for the provision, delivery, preparation and distribution of meals and drinks during meetings, trainings, conferences and workshop sessions organized within the compound of UNHCR-Sub Office, Cox's Bazar as required.

Contractor shall be responsible for arranging the official dinner/lunch/tea/coffee breaks.

UNHCR will inform the contractor of the exact date of the conference, the number and time of meals (Coffee breaks, Refresher Drinks and Warm Buffet Lunch) requested and any specific requirements, etc. minimum 3 working days before the conference event takes place.

Weekend days are Fridays and Saturdays. Service may be required during public holidays if they are considered as working days in UNHCR office, while no services will be required during UNHCR UN holidays.

Contractor shall prepare the food in UNHCR's premises. Contractor shall use UNHCR's kitchenette and kitchen equipment, as necessary for the preparation of the meals.

Bidders to include in their offer the type and quantity of the different equipment needed - without prices. UNHCR will assess the equipment list, however, reserves the right to choose what equipment to purchase which the awarded bidder will work with in the canteen. The cost of acquisition of the equipment by UNHCR will NOT be considered in the financial evaluation of the bidders' offers.

The contractor is responsible to provide clean commercial drinking water for tea, coffee, etc. for cooking purposes. The use of tap water in preparation of meals & drinks is not accepted.

The contractor is responsible to appoint a contact person that will deal with UNHCR requests. The contact person or a replacement shall always be available via phone during normal working hours. The contact person or the replacement shall be able to communicate easily in English and Bangla.

The contractor is responsible to provide with the required number of employees, as requested to provide the required services. The contractor should employ its own staff's according to the Bangladesh Labor Law. (Catering service).

The contractor should develop its own TORs to ensure that required catering services are provided in line with the responsibilities assigned above. The contractor is fully responsible for his employees' attitude, hygiene standard (including wearing gloves and hats in the process of food preparation and service) which is complied with the agency law and regulations.

Food must be prepared in clean, hygienic and safe conditions, as per the previously approved menu.

High quality of hygiene, sanitation and safety should be maintained in the kitchen of the canteen.

Food is served in a buffet system basis through counters or self-service basis using the grab and go method; The used/delivered cutlery needs to be hygiene, clean & standard.

After every meal (morning/afternoon snacks, lunch) all the plates, cups, glassware, spoons, forks, knives etc., are to be collected by the contractor's assigned personnel.

Food, coffee, juice etc. should be served only with standard dish/cups (Ceramic) or glass.

Dishes, mugs, cups, glasses, trays and cutlery will be provided by the service provider.

2) Meal Plan, Cancellations and Conditions of the Contract

The standard meal plan for the conferences is as follows:

a. Coffee Breaks: 2 breaks per day (1 per half day), with coffee, tea and snacks. Sample menu selection has to be provided separately with technical documents and should be in line with Annex B of this tender.

Morning coffee break in general will be held at 10:30 to 10:45; afternoon coffee break will be held in general from 15:00 to 15:15

b. Refresher Drinks: 1 liter of water per day per participant (0.5 liter bottled per half day)

c. Warm Buffet Lunch (!"a la carte" offers will not be accepted!): sample menu selection has to be provided separately with technical documents and should be in line with Annex B of this tender. Warm Buffet Lunch will be held in general from 13:00 to 14:00.

The exact same meals/drinks shall be offered for the catering service menus as for the canteen, as per Annex B.

All meals will be served in the meeting room, which will be the responsibility of the contractor, therefore contractor must deploy personnel, dishes, glasses/cups, cutlery, serving trays/food warmers, etc. in the meeting room. Bidder to offer the number of quality of those items.

- Cancellation of previously ordered meals:

- Morning coffee break and morning refresher drink: UNHCR shall be able to cancel free of charge up to 30% of the number of meals previously ordered, if such cancellation request is communicated (in written and verbally) to contractor before 9:00am on the day of the conference.
- Warm Buffet Lunch: UNHCR shall be able to cancel free of charge up to 30% of the number of meals previously ordered, if such cancellation request is communicated (in written and verbally) to contractor before 11:00am on the day of the conference.
- Afternoon coffee break and morning refresher drink: UNHCR shall be able to cancel free of charge up to 30% of the number of meals previously ordered, if such cancellation request is communicated (in written and verbally) to contractor before 13:00pm on the day of the conference.

UNHCR premises including the conference area is a smoke-free environment and the employees of the contractor are expected to honor this policy.

Moreover, the delivery of tobacco products (cigarettes) is not allowed in to UNHCR premises.

The delivery of alcohol products and pork-based meals is prohibited in UNHCR premises.

There will be no single-use plastic items used for catering services within UNHCR premises.

The full contract period begins on the date of signature of the contract for a period of two years and subject to satisfactory performance may be renewed for another year. It will be renewed through mutual agreement of both parties. The responsibilities of the contractor will be used as a performance indicator in the evaluation process.

The contractor should provide the agreed prices of items contained in the menu. Contractor is not allowed to change the agreed price of any item on the menu list. Any changes in the price of the menu could be reviewed upon mutual agreement between the contractor and UNHCR based on the significant change in the pricing at the local market, but not more frequent than twice a year.

The contractor should provide detailed bills after providing the catering service including the date, quantity and unit price per meal (morning snack / lunch / afternoon snack), total value, Purchase Order number **(a Purchase Order will be issued by UNHCR after the signature of the contract)**.

The contractor should ensure speed of delivery and high quality of services and food.

The contractor should be responsible for any damage or vandalism caused by his employees inside UNHCR premises which are against its existing procedures and safety regulations.

A warning letter will be raised against any default or breach of these terms. After 3rd warning the contract may be terminated.

The contractor should refer to the Admin Unit for administrative issues and to Supply Unit for contractual issues. Focal points will be communicated to the awarded bidder.

UNHCR will have every right to inspect and oversee the functioning of the kitchen of the canteen in all respect, with a view to ensure hygiene and efficient services as well as with regards to fulfilment of the terms and conditions of this contract.

UNHCR has the right to terminate the contract at any time by giving one month written notice.

3) In order to prepare the sample morning and afternoon snack menu, as well as to prepare the sample buffet lunch menu, please consult Annex B of this tender.

4) Minimum hygiene required standards

- Raw materials received are branded ones and stored properly
- Food prepared properly and stored properly under Hygienic conditions
- Prepared items covered properly. When delivering Food & Beverage to workshop/seminar/meeting, the Food & Beverage plates and cups covered decently throughout delivery; till it reaches clients.
- Utensils are properly cleaned
- All kitchen staff are in clean uniform with name tags and wearing gloves and caps
- Potable Drinking water cups arrangements neatly done

- All items as per approved Menu provided
- All items in orderly and Presentable manner
- Fingernails of the canteen staff are trimmed and clean.
- Storage area/ fridge is clean
- Service provider will be responsible at its own cost for garbage disposal in line with the environmental requirements.
- The contractor shall ensure that staff deployed in catering services is free from any infection or communicable diseases and arrange their regular Health check Ups at least biannual. Awarded contractor must provide Health certificate for all workers.
- In view of the COVID pandemic, all staff employed by the contractor must go through a temperature check when entering the UNHCR office compound as well as must sanitize their hands at the time of entering the UNHCR compound and wear clean masks all the time within the perimeters of the UNHCR compound (not only in the kitchen area). Providing the masks will be the responsibility of the contractor. UNHCR reserves the right to deny the entrance of the contractor's staff in case s/he is not wearing a mask. In case of any of the contractor's staff working in the UNHCR compound got infected with COVID, the contractor shall immediately inform the UNHCR contract manager accordingly and take immediate appropriate action.

5) Prices and Payment.

- a) All prices shall be in BDT, already be inclusive of all applicable taxes (VAT, etc.)
- b) Prices submitted in response to this tender must be inclusive of all costs involved in the performance of the contract (e.g. to include delivery, supply of equipment, salary of personnel, all overhead cost and profit margin).
- c) Payment of catering services for training/meeting/workshop etc. shall be made by UNHCR within 30 days of receipt of the invoice issued to UNHCR by the contractor, verified by UNHCR.
- d) While the conference catering service will be ordered and paid by UNHCR (not by individuals), contractor shall offer the same special reduced Food & Beverage prices as for the canteen.

6) Responsibilities of UNHCR:

UNHCR will provide:

- A fully equipped kitchen, with sufficient capacity to ensure both activities (catering service and canteen)
- The dining, toilet, area and covered entrance for the canteen.
- All furniture for the cafeteria.
- Utilities (electricity/water) except Gas for stove & Drinking water. Gas for cooking shall be provided by the contractor.
- Water dispensers (already installed in UNHCR compound)