REQUEST FOR TENDER

Supply Chain Management

RFT TITLE: OUTSOURCING OF FOOD SERVING AREA UNDER SRU, icddr,b FOR A PERIOD OF 24 MONTHS

RFT NUMBER: icddr,b/SCM/OTM/2019/03, Dated: February 04, 2019

CLOSING: 2:45 pm on February 17, 2019
(Late Tenders Submission Will NOT Be Accepted)

LODGMENT OF TENDERS:

By Hand or By Post:
Director, Supply Chain & Facilities Management
icddr,b
IPH Building Ground Floor
68 Shaheed Tajuddin Ahmed Sarani,
Mohakhali, Dhaka 1212
OUTSOURCING OF FOOD SERVING AREA UNDER SRU, icddr,b

Sealed Tenders are invited by icddr,b Mohakhali, Dhaka for OUTSOURCING OF FOOD SERVING AREA UNDER SRU, icddr,b from bonafide contractors/suppliers who have valid trade contract and have at least 5 years work experience in the relevant field. The hiring is subject to the general terms and conditions set out below. The tender is to be dropped in the Tender Box, which is located in the SCM Office at icddr,b Mohakhali, Dhaka up to by 2.45 pm up to February 17, 2019. The tender will be opened at 3.00 pm on the same day. Pre-bid meeting will be held on February 10, 2018 at 3:00pm in SCM Conference Room, Ground Floor, IPH Building, Mohakhali, Dhaka-1212. In case, tender cannot receive and open on the scheduled date for any unavoidable circumstances, the same will be received and opened on the following working day at the same time and same place.

icddr,b is not bound to accept the lowest tender and reserves the right to accept or reject any or all of the tenders without assigning any reason whatsoever. The tender advertisement published in the newspaper is also a part of the contract and binding upon the tenderers.

GENERAL TERMS AND CONDITIONS

1. Instructions for the Submission of Proposal: The Bid process will be conducted through a TWO-envelope system. Separate technical and cost proposals (containing price information) must be submitted through separate envelopes no later than the time and date specified above. Interested Bidders are requested to submit their bid in two separately sealed envelopes super-scribed “Technical Bid for Outsourcing of Food Serving Area Under SRU, icddr,b” and “Financial Bid for Outsourcing of Food Serving Area Under SRU, icddr,b”. Both sealed envelopes should be put in a third sealed envelope super scribed “OUTSOURCING OF FOOD SERVING AREA UNDER SRU, ICDDR,B”.

The Financial bids of only those bidders who qualify in technical bid evaluation by the committee shall be opened. The financial bids of all those Contractors who have failed to qualify in the technical bid will not be opened under any circumstances.

The Supplier will be selected on the basis of QCBS (Quality and Cost Based Selection) as recommended by the Sourcing Evaluation Committee. The evaluation will be done on the basis of the highest combined score obtained in the technical bid evaluation and the figures quoted in the financial bid.

2. Quote of Rates: The tenderer must quote the rate for items using the information in this document, including the work schedule at Annexure A. The rate shall be quoted both in figures and in words. icddr,b reserves the right to offer all the items or in part/group wise as considered necessary in the circumstances. No claim of rate increase during the contract period will be entertained. Unit price shall include VAT (if applicable for Food Supply), Tax and all other incidental charges. Any overwriting or erasing shall have to be initialed by the tenderer. Rate should be quoted in Taka only.

3. Performance Security Deposit: Successful bidder will be required to deposit security money, 3 (Three) month’s rent in advance only in the form of pay order/Bank Guarantee obtainable from any scheduled bank. The security money shall be claimed by the contractor/supplier in writing within 30 days from the date of contract expiry and will be returned to the contractor without interest.
4. **Compensation for Accidents and Damages:** From the start date of the contract, icddrb will not be responsible for any kind of injury/accident or death of any staff of supplier while executing the contract.

5. **Adherence to icddrb’s Code of Conduct:** The tenderer shall ensure that his personnel adhere to the icddrb code of conduct and must abide by icddrb core values. Misbehavior with the officers and staff of icddrb will not be accepted. icddrb reserves the right to ask the supplier to withdraw his materials for any reason whatsoever by oral or written notice. The supplier shall replace that materials after getting information/notice from icddrb management.

6. **icddrb Responsibilities:** Access to the specified areas within the specified time following icddrb security rules and regulations.

7. **Tenderer’s Responsibility:** The tenderer shall have relevant infrastructure facilities, connectivity of e-mail and telephone for the smooth execution of the contract and must submit the valid business documents as per Clause no. 9 of the tender document along with the bid, otherwise, bid will not be considered. The firm may be physically inspected before final selection.

8. **Tender Submission:** Tender shall be submitted with the completed work schedule, copy of trade License, Tax Assessment Certificate and VAT registration certificate, and all information and documents as required, otherwise, bid may not be considered.

   **The tenderer must put his signature on each page** of the tender, all relevant documents and work schedule, and complete the signature block at end of the tender document and work schedule.

9. **Evaluation of Tender:** Tender will be evaluated based on the following mandatory requirement without which offer will not be considered for tender assessment:

   **A. Mandatory Criteria:**
   - Updated Trade Contract of the firm /company: Year 2018-2019
   - Updated Income Tax assessment certificate
   - VAT Registration certificate
   - Bidders have minimum five years experience
   - All the items to be served at the food serving zone should be prepared from their own kitchen facilities.
   - Bank Statement for last 6 months and solvency certificate from concerned bank

   **Tender Assessment Criteria:**

   | Tender Assessment Criteria and Weightings (Only technically qualified Bidder will be considered for Financial Assessment. Highest scorer based on technical and financial evaluation will be awarded.) | Mandatory Documents: Shall be submitted by the tenderer as prescribed in clause # 9. A above  
   Technical Evaluation: 50 Points (who does not obtain **60% score on technical evaluation**, will not be considered eligible for financial evaluation.)  
   Financial Evaluation: 50 Points |

Selection of the successful Tenderer will be based on, but not necessary limited to, assessment of Tenders against the following Tender Assessment Criteria.
B. Technical Evaluation – Total Weight 50 (Pass marks in technical bid evaluation will be over all 60%. The opening of Financial Bid of only those bidders shall be considered who scores 60% i.e. 30 marks or more in their technical bid evaluation as evaluated by the Committee, whose decision in this regard shall be final and binding.)

<table>
<thead>
<tr>
<th>Assessment Criteria</th>
<th>Weight</th>
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<tbody>
<tr>
<td>1. Experience and Past Performance</td>
<td>25</td>
</tr>
<tr>
<td>i) Past performance: The bidders shall submit details of experience in running a</td>
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<tr>
<td>Food Court/Restaurant/Hotel or related field at least for a period of minimum</td>
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<td>five years before the date of tender along with documentary proof;</td>
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<td>ii) Previous Contract reference if any</td>
<td>05</td>
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<td>iii) Management Staff Personnel: List of Key Staff, Organogram</td>
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<tr>
<td>iv) All the items to be served at the food serving zone should be prepared</td>
<td>10</td>
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<tr>
<td>from their own kitchen facilities.</td>
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<tr>
<td>2. Capacity Assessment</td>
<td>20</td>
</tr>
<tr>
<td>i) Organizational Supply Capacity: Physical Verification</td>
<td>15</td>
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<tr>
<td>ii) Bank Statement for last 6 months for concerned bank accounts and Bank</td>
<td>05</td>
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<tr>
<td>solvency certificate mentioning credit facilities (Proof of Financial stability)</td>
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<td>3. Occupational Health, Safety And Environment</td>
<td>5</td>
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<tr>
<td>i) Declaration regarding Occupational health, safety and environment</td>
<td></td>
</tr>
<tr>
<td>management in company’s letter head pad</td>
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<tr>
<td>Technical Part</td>
<td>50</td>
</tr>
<tr>
<td>Financial Part</td>
<td>50</td>
</tr>
<tr>
<td>TOTAL (Technical + Financial)</td>
<td>100</td>
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Initially, Committee will evaluate and will give provisional scoring on technical aspects of bidders on the basis of the documents provided. Physical verification shall be conducted among technically qualified bidders on the basis of provisional scoring. However, scoring of technical evaluation will be finalized after physical verification.

C. Financial Evaluation (Price) – Total Weight 50

The tender price submitted, including the total value and individual rates. The bidder who has quoted the lowest price will be assigned a score of 50 in the financial bid. The other bidders will be allotted score relative to the score of bidder with the lowest.

D. Combined Evaluation

The score of technical proposal would be given 50% weightage, and the financial proposal would be given 50% weightage. The weighted combined score of the Technical bid and financial proposals shall be used to rank the bidders.

The first ranked i.e. the highest scoring bidder is eligible for appointment of the Contract of Food Serving Area Under SRU.

10. Terms and Conditions of Contract:

i. The successful Tenderer will be allowed to commence the business upon the satisfaction of other formalities like payment of security deposit, execution of agreement.
ii. **Change of Nature of Business:** The contractor has to do the same business which is mentioned in the tender notification and for which contract is issued. If the contractor is found doing business in the allotted area other than the stipulated in the deed of contract, the contract is liable for termination duly forfeiting the Security Deposit/Performance Guarantee.

iii. The shop or premises will be given “as is where is condition” to the successful contractor. Any modifications, changes, alterations, repairs, if any required shall be undertaken by the contractor at his own cost with the prior permission of the Icddr,b concerned and as per the drawings approved by the Icddr,b. The successful bidder shall maintain the areas in neat and tidy manner at all the times.

iv. **Confinement to the Area of Shops:**

   a. The contractor has to perform the business by confining to the extent of Space, allotted as mentioned in the tender notification or as recorded in the deed of contract. There should not be any encroachment of platforms, area of other space by contractor, under any circumstances.

   b. Bio waste management should be in a proper way by following the waste management policy of the Icddr,b. The premises and surroundings of the space shall be kept clean and tidy condition by keeping dustbins at appropriate places and are subject to inspection by the officials of the Icddr,b. Plastic Bags will be totally prohibited inside the Campus.

   c. A “Suggestions & Complaints” book at his establishment which shall be made available to the public on demand immediately. Any suggestions or complaints are made by the public; it is the responsibility of the contractor to bring it to the notice of the Icddr,b. The said book shall be produced to inspecting officials. The “Suggestions & Complaints” recorded in the suggestions & complaints book shall be scrupulously followed and failure to follow will lead to levy of penalty or termination of agreement of forfeiture of security deposit at the discretion of the Icddr,b.

   d. The contractor has to undertake white washing / painting of the space provided once in a year at his own cost.

   e. On the expiry of the period of the contract or on its termination, as the case may be, the contractor shall deliver vacant possession of the premises intact, to the Icddr,b at 17.00 hrs. on the last day of contract.

   f. In the event of the Contractor fails to deliver vacant possession of the shop/premises to the Icddr,b, the Icddr,b shall have right to take possession of the premises by putting his own lock and key to the said premises. The articles, if any, left by the contractor, will be kept in public auction on the next day of taking over the premises by the Icddr,b.

   g. Contractor shall ensure that fire detection and suppression measures installed inside the premises are kept in good working condition at all times, and also ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/fires.

v. **Manpower deployment:**

   a. The contractor shall register himself as a Contractor under the Labour Law Act 2006.

   b. The contractor has to pay amounts, in case of any accident to the personnel employed by them during the business time.

   c. The personnel’s employed by the successful bidder will be employees of the successful bidder and the Icddr,b shall have nothing to do with their employment. Icddr,b will not be responsible for any injury to the personnel’s engaged by the successful bidder. The Icddr,b shall have the rights to ask for the removal of any person of the successful bidder who is not considered to be competent and orderly in the discharge of his duties.
d. The successful bidder shall comply with all prevailing labour laws. In case on non-adherence of any laws/ regulations of the statutory bodies, the successful bidder will be fully responsible for the consequences arising out of non-adherence. The icddr,b in no way will be responsible for the same.

vi. All the above terms and conditions will form part of agreement. The contractor will have to be bound by these conditions in addition to any other conditions prescribed by the icddr,b.

vii. In the event of any damages caused to the shop premises or property of the icddr,b by the Contractor or his representatives, agents or servants during the subsistence of contractor period, the contractor shall make good to the icddr,b shall have right to recover the said sum from the Security Deposit of the contractor.

viii. No accommodation shall be provided to shopkeeper or their employee in the campus. Likewise, no person related to shop, will be allowed to stay in the campus after closing of shop.

ix. Prohibitions:

a. No contractor should sell any prohibited items by the icddr,b or by the Government or any enforcing agencies. They shall adhere to the code of the conduct laid down by the icddr,b from time to time. If any allegation or penalty imposed by the government icddr,b will not liable for such incidents and contractor will handle their own responsibility. The contract can be terminated at any point of time without assigning any reasons including violation of contractual obligations.

b. Since the consumption of Alcohol & smoking is prohibited in the icddr,b Premises, the successful bidder shall not sell liquor and tobacco products or allow consumption thereof by any person in the food-court area.

c. Use of polythene: Contractor shall submit an undertaking for not using the polythene covers which are banned by the Governments or any other agency.

d. No child laborer shall be employed for servicing as per law.

e. The contractor shall not exhibit or permit any advertisement in the shop, except the same and style of his/her business, and the cutout/poster/hording should not be obscene.

f. Sub Shops/Outlets: Permission shall not be accorded to any contractor to open sub shop/Outlets under any circumstances for whatsoever reasons.

b. The operation of the Food Court and Restaurant timings shall be as directions of the Committee.

11. VAT & Taxes: The contractor shall pay all the VAT & Taxes which are levied by the Government from time to time. The icddr,b is not liable for the penalties against non-payment of these taxes or default therein. Any default, non-payment of taxes to statutory authorities will cause termination of contract and vacation of premises.

12. Date of Expiry: Wherever applicable, Date of Expiry shall be mentioned in all supplied food materials.

13. Quality Test/quality inspection: icddr,b will check and verify the food items kept in food corner by the vendor and notify the vendor if any inferior quality materials found. Notwithstanding any testing and examination, the Procuring Entity by visual inspection or field tests may instruct the vendor to:
i) Quality inspection of the kept food items will be frequently by authorized inspection committee of the icddr,b in the respective area.

ii) For nonperishable items presence of any of the following can be indicator of poor quality
   - Not having food Quality certificate ISO 9000 (Like BSTI, IFS etc)
   - Delivered Brand not matching the ordered brand (which can be negotiated in case of emergency).
   - QC Sticker of Food supplier for the items outsourced or locally purchased.
   - Short Expiry date (less than 3 months) or having no Expiry date.
   - Bad odor
   - Bad color
   - Poor Packaging (dusty, sticky or oily package etc.)
   - Presence of insects inside package.

iii) Repetitive two attempts to selling poor quality item leading to write letter of rejection will lead to apply penalty clause & clause of termination according to tender document.

icddr,b reserves the right to test any sample of supplied materials if purchased or supplied by vendors from any external institution. Vendor will have to bear the expenses for that.

14. Price: Price shall remain fixed (after reviewing icddr,b concern) for first tenure of the contract. Price for extended period will be the discretion of icddr,b.

15. Penalty Clause: In the opinion of the icddr,b, if the contractor fails to execute the contract for the terms mutually agreed and enter in the agreement/contract between the icddr,b and the contractor to satisfaction of the icddr,b, icddr,b has the right to take the following actions.
   i. Imposition of fine for breach of contract by authorized officer of the icddr,b.
   ii. Forfeiture of Security Deposit and Performance Security either partly or fully.
   iii. Termination of contract by giving three months notice.

16. Contract Period: The contract will be for 02 (Two) years from the date of awarding the contract and subject to the performance of the successful bidder(s), the option exists to extend the contract for further period(s) at the sole discretion of icddr,b. Inflation declared by the Govt. of Bangladesh will be considered for mutually agreed rates and terms & conditions for the extended period(s) of contract.

17. Specific Terms and Conditions:
   a. The successful bidder shall ensure that the customers are charged reasonable rate for the products as fixed in consultation the Inspection committee in this regard. The Inspection Committee may verify the price of the selling items time to time. In case of any discrimination, penalty may be imposed and administrative action can be taken.
   b. After 2 years, contract may be extended based on the previous performance for a maximum period of 4 years following the recommendation from the review Committee.
   c. The area of the allotted space for Food Court will be approx. 1,000 square feet (including 50 peoples seating).
   d. Electricity & Water Charges: The Electricity Charges shall be paid as per the sub meter reading and as per the tariff or as decided. WASA charges shall be paid by the Contractor regularly, at actual.
e. The Committee will have right to see the quality, market price, and reasonability of the items.
f. Encouraged to install swipping machines for convenience in payments for the goods delivered.
g. The successful bidder/contractor shall engage sufficient no. of canteen staff, which is considered appropriate for serving the persons occupying the premises.
h. The successful bidder shall be liable to provide tea, coffee, snacks, light refreshment, cold drinks, lunch, dinner etc. of good quality.
i. The material used for preparing items shall be of standard quality.
j. The successful bidder has to ensure that the food court staff serving in the said complex are well mannered and are in proper uniform.
k. The successful bidder shall ensure that they provide best and slandered services to the customers.
l. The successful bidder shall arrange utensils, cutlery and crockery and other equipment i.e. Micro-woven, freezer etc./items/ furniture required to run the canteen at his own cost.
m. The successful bidder will have proper valid contract from concerned/ prescribed authorities to prepare & serve the food items and shall comply with all norms & guidelines of the statutory Authorities in this regards. The successful bidder shall be sole responsible for any consequence arising out due to Non-compliance of any guidelines of the concerned statutory authority and the icddr,b shall be in no way responsible for the same.

n. Monthly rent will be payable on the first day of each month in the form of Pay order in favor of icddr,b/BEFTN.
o. Signage must be approved by icddr,b.

18. **Security Checking:** The successful tenderer shall provide the names of his staff to icddr,b management in advance who will work during the event or the person who is responsible for serving the food materials at icddr,b premises. All staff of the successful tenderer will be subject to security checks before and after duty at icddr,b premises.

19. **Applicable Law:** The Contract shall be governed by and construed in accordance with the laws of the People's Republic of Bangladesh.

20. **Contract Termination:** Termination of Contract duly forfeiting the Security Deposit/Performance Guarantee in the event of:

   a. The icddr,b is at liberty to terminate the contract with three months’ notice, without assigning any reasons.

   b. The contractor fails to give (3) three months advance notice to the icddr,b for termination of contract, after completion of Nine (9) months period in case of Shops from the day of enter into an agreement.

   c. The contractor defaults in payment of contract fee for three months consecutively or three times in calendar year, the contract can be terminated and the security deposit will be forfeited.

   d. The contractor fails to do the business in the stall for a period of (90) Ninety day (for which the contract is granted) for what so ever reasons, non-payment of Security Deposit and enter into an agreement in the stipulated period.

   e. The icddr,b shall have the right to terminate the contract if in his opinion the quality of goods/services sold is not up to the standard/satisfactory besides forfeiting the security deposit.

21. **Arbitration:** The Parties shall use their best efforts to settle amicably all possible disputes arising out of or in connection with this Contract or its interpretation. If it fails, then the same shall be
referred to an Arbitration of two Arbitrators each party nominating one and in case of difference in opinion, both the Arbitrators shall appoint and umpire and the decision of the Arbitrator and / or Umpire as the case may be shall be final and binding on the parties. The Arbitration proceeding shall be in accordance with the Arbitration Act 2001 of Bangladesh and the venue of Arbitration shall be at icddr,b Dhaka.

22. The bidder shall indemnify the icddr,b against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the bidder in execution of or in connection with the work of this contract and against any loss or damage to the icddr,b or its user in consequence to any action or suit being brought against the bidder for anything done or committed to be done in the execution of this contract.

The bidder will abide by the safety measures prevalent in Bangladesh and will free the icddr,b from all demands or responsibilities arising from accidents or loss of life, the cause of which is the bidder’s negligence. The bidder will pay all indemnities arising from such incidents without any extra cost to icddr,b and will not hold the icddr,b responsible or obligated. icddr,b may at its discretion and entirely at the cost of the bidder defend such suit, either jointly with the bidder or single in the case the latter chooses not to defend the case.

23. Security and Safety Rules: The Supplier shall maintain icddr,b Security and Safety Rules during implementation of the contract.

24. Environmental management: This section specifies the requirements for environmental management of this contract.

Responsibility; The Contractor is responsible for ensuring that the provisions of this section and any other environmental protection provisions required by law are complied with.

Definitions
Environment; means the natural and built environment and all aspects of surroundings of human beings, including physical, biological and aesthetic aspects.

Pollution Incident; means an incident or set of circumstances during or as a consequence of which there is, or is likely to be a leak, spill or other escape of a substance as a result of which pollution has occurred, is occurring or is likely to occur.

Contamination of land; is the presence of a substance in, on or under the land at a concentration above that which is normally found in that locality, such that there presents a risk of harm to human health or to the environment.

Solid, Liquid and Gaseous Contaminants; Take responsibility for the proper disposal of all solid, liquid and gaseous contaminants in accordance with the statutory and contractual requirements, including the provisions of this section.

All hazardous waste must be disposed of properly, oils or other hazardous liquids must not be disposed of by flushing down any sewer, stormwater system or natural waterway.
TENDER FORM
(The completed tender form and attachments together will comprise the Tenderer’s offer)

Tenders shall remain valid for a period of 120 days from the closing date.

TENDERER DETAILS
I/We, the undersigned, having examined and acquired an actual knowledge of this Request for Tender do hereby offer to perform the whole of the work in accordance with this Request for Tender at the amounts tendered in the completed schedules attached

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<th>Date</th>
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<tr>
<th>Name</th>
<th>Position</th>
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<td></td>
<td>(Print name and position in business)</td>
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If applicable, I/We confirm receipt and inclusion in the Tender, addenda numbered:

Legal Entity
(Name of legal entity – include trading name)

Postal Address

Telephone
Facsimile

e-mail address
Web Site

CONTACT PERSON DETAILS

Name

Position

Telephone
Facsimile

E-mail address

WITNESS

Signature

Date

Print Name
<table>
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<tr>
<th>SI</th>
<th>Items</th>
<th>Rate</th>
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<tbody>
<tr>
<td>1</td>
<td>Monthly Rent of Food Corner</td>
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**FINANCIAL PROPOSAL: SCHEDULE OF RATES**

The Tenderer shall complete each of the attached Schedule of Rates applicable to the service(s) for which they are submitting a tender;

**General Notes:**
1. Price shall be in whole Taka only.
2. Prices shall include all applicable VAT and taxes.

**Declaration:**

1. We do hereby accept the above terms and conditions of the tender document.

2. We also declare that we are liable to bear any cost regarding supply of inferior quality goods and its impact, if any.

Signature of Tenderer: ........................................................................................................

Full name of Tenderer: ........................................................................................................

Name of organization: ........................................................................................................

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

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

Phone: ........................................ Fax: ........................................ E-mail: ........................................