## STANDARD BIDDING DOCUMENT

# **Procurement of Goods**

## <u>'JSW SCHOOL OF LAW, Pangbisa,</u> <u>Paro for 2023</u>



Request for Quotation for operation of Students Food Services & Cafteria

#### JSWLAW/8/01/2018-2019/347

Date: 16/11/2018

#### Invitation for Quotation (IFQ)

Project title: Operation of Food Services and Cafeteria, at Pangbisa

To:

Dear Sir/Madam,

- 1. You are invited to submit your priced for above subject
- 2. The bidder(s) may quote all items under this invitation
- 3. The bidder(s) shall submit only one hard copy of the priced quotation under address [Dean, JSW School of Law, Pangbisa Paro].
- 4. The deadline for receipt of your quotation(s) by the purchaser at the indicated address is: *Dean, JSW LAW, Pangbisa,Paro, 21<sup>th</sup> December 2022 at 12.00 Noon.*
- 5. The Quotation via email shall not be accepted
- 6. The quotation should be submitted as per the following instructions and in accordance with the attached Contract. The attached Terms and Conditions of Supply is an integral part of the Contract.
  - a) PRICE: all prices shall be quoted in Ngultrum. The quoted price shall be inclusive of all related costs including taxes, duties and other levies to the final place of delivery. The final place of delivery is Panbisa, Paro.
  - b) EVALUATION OF QUOTATION: offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of their quoted prices. In evaluating the quotations, the purchaser will determine for each quotation the evaluated price by adjusting the priced quotation by making any correction for any arithmetical errors as follows;
    - (i) where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
    - (ii) where there is 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 Employer 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.

- (iii) if the supplier refuses to accept the correction, this quotation will be rejected.
- (iv) The following scores shall be apply for evaluation of the bids

SI.No	Documents	Scores
1	License - Establishment (15) 1. Less than 1 year - 7 2. More than 1 less than 2 years - 10 3. More than 2 years to 3 yrs - 12 4. More than 3 yrs to 4 yrs - 14 5. More than 5 yrs - 15	15
2	Similar kind of work (20) 1. Certificate 1 number - 13 2. Certificate 2 numbers - 16 3. Certificate 3 numbers -18 4. Certificate 3 nos above -20	20
3	<ul> <li>Staff Experience - <ol> <li>Manager - Qualification (15) <ol> <li>Points</li> <li>Diploma/Class 12 - 12 points</li> <li>Certificate/Class 10 -10 points</li> </ol> </li> <li>Trained Cooks (20) <ol> <li>Certificate from relevant institute (5+5)</li> <li>Certificate from relevant institute (5+5)</li> <li>Number of experiance <ol> <li>experience - (3+3)</li> <li>Less than 1 year - (4+4)</li> <li>More than 1 less than 2 years (4.5+4.5)</li> <li>More than 3 yrs to 4 yrs - (6.5+6.5)</li> <li>More than 5 yrs - (7.5+7.5)</li> </ol> </li> </ol></li></ol></li></ul>	35
4	Financial score	30

Note: The bidder is required to score at least 40 points to qualify for the next round.

- c) AWARD OF PURCHASE ORDER: the award will be made to the bidder who is offering the lowest evaluated price that meets the specifications. The successful bidder will sign a contract as per attached form of contract and terms and conditions of supply.
- d) VALIDITY OF THE OFFERS: your quotation(s) shall be valid for a period of 6
   months from the deadline for receipt of quotation(s).

- Further information can be obtained from: Procurement Section, JSW School of Law, @ 17702846 (Karma)
- The quotation(s) will be opened in the presence of bidders or their representatives who choose to attend at 12.30 PM of the 21th December 2022 at JSW LAW, Conference Hall.
- 9. The Purchaser is not bound to accept the lowest bid and reserves the right to accept or reject any or all the bids without assigning any reason whatsoever.
- 10. The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the supply order (sample form attached).
- 11. The successful bidder required to submit performance security as mentioned in TOR shall be retained and release end of the warranty period one year from the date of

#### Annexure-01

### JSW School of Law Pangbisa, Paro

#### Terms and Conditions for operation of Students' Food Services.

Set out below are the terms and conditions of the Contract for the operation of Students' Food Services. The Contractor will need to render acceptance of those terms and conditions. Changes due to genuine reasons in this annex may be made only after consultation with the Food Services Committee or the School authority

- Monthly Payment: The bill for each month will be submitted to Estate Services by the 5th of the following month to process payment. Payment will be made after ten (10) working days from the date of submission of the Bill after deducting TDS on the Gross payment
- Rental Charges, Electricity, and water services: To enable the Contractor to provide quality food and services at very competitive rates, the Contractor will not be charged Rental fees, Electricity and Water usage bills.
- 3. **Operating Hours:** The Food service must be provided in accordance with the academic calendar / semester start and end dates for the students. The hours of operation / timings of the dining service during the semester will be as follows:

Meals	Week/Class days	Weekend/Public Holidays
Breakfast	0800 - 0900 hrs	0900 - 1000 hrs
Lunch	1245 - 1400 hrs	1300 - 1400 hrs
Dinner	1900 - 2030 hrs	1900 - 2030 hrs
Afternoon tea & snacks	1600- 1700 hrs	1600- 1700 hrs

These hours must not be changed without prior approval of the food Committee. Also, as an exception and depending on the college activities, these hours will be extended or shortened with prior information to the Contractor.

- 4. **Food/Menu options:** The food requirements to be made available are as follows:
  - a. The Food Services must provide both vegetarian and non-vegetarian options.
  - b. Servings must be structured as a buffet (with table-wise sit-down option), with students free to return for additional serving. In all food preparation, the Contractor must use acceptable quality of spices and condiments (which the Food Services Committee will advise and monitor).
  - c. Non-vegetarian servings: When a meat dish is served to the Non-Vegetarians, the Contractor must also serve a special vegetarian(s) dish to the vegetarians. The number of Vegetarians and Non-Vegetarians will be informed in advance.
  - d. Special Meals during Festivals: The Contractor must provide a special meal (either Lunch or Dinner) during special/festive occasions (approx. 5-6 days per year) at no additional cost.
  - e. **Sick Meals**: The Contractor shall provide sick meals at no additional cost for those students having diet restriction. The validation of such meals shall, however, be verified and certified by the Food Service Committee.
  - f. **Freshness:** The vegetables must be restocked every week and must meet a visible standard of freshness (i.e. no discoloration or mold). Reuse or re-serving of the leftover food will not be permitted due to safety concerns
  - g. **Community Support:** The contractor shall buy and serve the seasonal vegetables from the local community during the seasons.

h. **Menu:** A format/template for the meals given below are to be used as a guide and for reference only.

Day	Breakfast (7:30 am – 9.00 am)	Lunch (12:45 to 2:0pm)	Afternoon Tea (4:00-5:00 pm)	Dinner (7:00-8:30 pm)
Monday	Vegetable Fried Rice, Ezay, Tea	Red rice, , Mixed Vegetable, Beans Datshi, dahl, fresh vegetable salad (tomato and cucumber alternating every week with mixed pickle, and fruits	Tea and snacks (biscuits?)	Rice, Green vegetable dish (i.e., Beans, Spinach, cabbage, etc.,) Dahl, ezay
Tuesday	Plain rice, chana, omelet, Green chilli Ezay and suja,	Rice, Beef paa, vegetable dish (Whatever is given with beef) dahl and ezay	Tea and snacks (biscuits?)	Rice, Red dried chili datsi with spring onion and carrot, dahl and ezay
Wednesday	Mixed Vegetable fried rice (carrot, cabbage) boiled, Green chili ezay and tea	Rice, Fish chili, Paneer chili exclusively for veg only, dahl, papad, and fruit cocktail	Tea and snacks	Rice, Green vegetable gravy (Beans, Spinach, cabbage etc), dahl, ezay
Thursday	Vegetable fried rice( Cabbage, carrots, etc) omelet, ezay and suja	Rice, Boiled egg, alu dum, dahl, green chili ezay and fruit	Tea and Snacks	Rice, Bhutanese style Mixed vegetable datsi (carrot+peas+be ans) with gravy,

Day	Breakfast (7:30 am – 9.00 am)	Lunch (12:45 to 2:0pm)	Afternoon Tea (4:00-5:00 pm)	Dinner (7:00-8:30 pm)
				dahl, ezay, bitter gourd fried
Friday	Chopped green chillies and onions fried rice, Boiled, Ezay and Tea	Rice, fresh fried fish, Kewa Datshi with finn (exclusively for veg) dahl, mixed pickle and fruits	Tea and snacks	Rice, brinjal fried, pumpkin jaju and ezay
Saturday	Plain rice, chickpea, omelette, ezay and suja	Rice, Dry Fish, Mushroom Datshi exclusively for veg, Dahl, ezay and fruits	Tea and Snacks	Rice, beans and carrot fried , dahl and ezay
Sunday	Chana fried rice, Omelette, Ezay and tea	Rice, Chicken Chilli, Green chili Ema datshi, dahl and ezay and fruit cocktail	Tea and Snacks	Rice, Bhutanese style Chicken curry with finn, kewa datshi, dahl and ezay

- i. The menu shall be revised by the Food Service Committee in consultation with the Contractor on a monthly basis or as and when necessary.
- j. During Weekends and Public Holidays, the Breakfast timing shall be extended till 10.00 am and for the dinner, if there are groups reporting late, the Contractor shall be informed in advance.
- k. With prior information from the concerned authority, the food contractor shall provide the concerned class/ students with necessary logistics during field trips.

#### 5. Penalty on unacceptable standard of service and food quality

The standard and food quality shall be determined by the Food Service Committee based on the monthly Food and Dining Satisfaction Survey. In case of unsatisfactory survey results, the JSW Law Management will impose the the following penalties:

- a. A written warning from the Food Service Committee for the instance;
- b. Monetary sanctions determined by the Food Service Committee; and
- c. Termination of the contract for the third instance.

#### 6. Human Resources:

I. The minimum requirement of Human Resource to run the Food and Dining Service of JSW Law shall be as follows:

- a. One Manager;
- b. Two Trained Cooks; and
- c. Four Helpers.

ii. The Contractor shall submit the following documents for Law School's record keeping:

- a. CID Copy
- b. Valid Security Clearance; and
- c. Certificate from BAFRA.
- d. License issued by MoE

lii. The Contractor shall not be allowed to replace the manpower without prior approval of the concerned Authority.

7. Dress Code and Presentation of the workers: The Contractor should have an appearance and Dress Code policy in place for its workers. Workers should have a uniform dress code and it is also crucial for their attire and appearance to comply with local regulatory requirements of the BAFRA. Moreover, personal hygiene, physical appearance and attitude of the workers should form an important part of this policy. The Contractor must provide its workers with all the headgear, apron, hand gloves and other necessary utilities to be used regularly while serving and handling food items. The law School will initiate with BAFRA for inspection from time to time without notice of the contractor.

 Cleanliness, Hygiene Standards & Waste Management: The Contractor must implement a programme of substantially improved cleanliness in the kitchen area, such as frequent cleaning of tables, cleaning of floors, and cleanliness of duct.

The floor of the kitchen and other areas used by the kitchen staff must be cleaned & mopped every day. Moreover, the contractor must ensure that workers put on aprons, hand gloves, masks and use forceps/tongs to always handle food.

The contractor should make sure that the workers do not go out or do any outdoor work with the aprons, hand gloves and masks on. It is the responsibility of the Contractor to ensure that dogs are not let inside the kitchen space or dining hall including private pets of the Contractor.

The Contractor must not allow any employee with a cold or other communicable illness to work until fully medicated and recovered.

The Contractor will be responsible for disposing all the waste generated in the Food Services (both wet & dry waste, separately). In any case, all waste should be segregated and disposed-off properly in the designated places. Proper bins with lids should be used. Dry Waste items must be segregated and disposed of along with the dry waste from the school campus.

- **9. Dishwashing Service:** The Contractor shall provide dishwashing services after every meal like plate, cup & tray.
- 10. **Maintenance:** No alteration, additions, or other changes shall be made to the civil structures, electrical and plumbing fixtures by the Contractor without the prior written permission of the Law School. In case any changes or alteration are made by the Contractor without the written permission, the Contractor will be held liable for any expenses incurred to restore the property to the original state.

All the Furniture and Equipment handed over to the Contractor shall be maintained in good conditions. A periodic assessment shall be conducted by the Food Service Committee. Except for the Manufacturer's defects, any damages shall be repaired at the cost of the contractor.

Should there be any defects on any structure, equipment, furniture, etc, the contractor must inform the Food Service Committee promptly. Such instances kept neglected by the contractor shall lead to repairing and maintenance at whatever cost at the cost of the contractor when found by the Food Service Committee. And minor repairs cost shall be borne by the contractor.

- 11. Selling snacks and fast food, grocery items. (List in Annexure 2): For meeting additional requirements of the students and the school community, the contractor shall be allowed to sell the grocery, snacks and fast-food items based on the rates approved by the Food Service Committee and the same rate shall be applicable for official and private purchase. Quote the rate for the Food Service Committee to review and approve.
  - a. The contractor must set up a separate counter to sell the fast-food items.
  - b. While selling the above items, the contractor must not compromise the quality of food.
  - c. Delivery of items to residential rooms is not permitted, except for the official catering services.
  - d. Sale of items for the Staff and students should not be beyond 9:00 PM on weekdays and 10:00 PM on weekends.
  - e. This service is only for the residents and on campus.
  - f. Any fast-food items should not be sold after 24 hrs of cooking. If found sold, the Food Service Committee will dispose of all such food items and take appropriate actions either in the form of penalties or other actions from the relevant sections of this Contract Terms and Condition.
  - g. The food contractor should get the approval from the food service committee if any new items should be added to the approved existing list.

- h. Selling of beverages and any substances (alcohol, cigarette, doma, supari) that are injurious to health are strictly prohibited. The Food Service Committee shall monitor through both routine as well as ad hoc inspections. Violation of this condition shall lead to actions specified under Clause 11(i) below.
- i. If the contractor is found selling beyond the approved price and selling the restricted items, following actions shall be taken:
  - i. First warning in the form of written will be served;
  - ii. Second warning shall be the equivalent amount of Nu. 5000.00; and
  - iii. Third warning will be cancellation of contract and forfeit of Security deposit.
- 12. **Performance Security:** The Contractor must submit a "Performance Security" amount of Nu. 100,000.00, after signing the contract.
  - a. The Performance Security must be submitted within a maximum of 15 days from the date of signing the contract.
  - b. The Performance Security shall be in the form of an unconditional bank guarantee valid till 15 days beyond the end of the contract period.
  - c. The Performance Security shall be forfeited in the event of termination of the contract pursuant to the default provisions stated in the contract.
- 13. **Contract Termination:** The contract may be terminated for major default as per applicable clauses in this contract.
  - a. If the Contractor desire to terminate the Contract, the Contractor must give at least two months' notice for any termination or pay to the Law School an amount equivalent to two months Gross Monthly Fees (as defined under <u>clause #3</u> of the Contract Agreement) in lieu thereof.
  - b. Two months before the end of the contract, both parties will assess whether renewal is mutually desirable. The Law School will notify the Contractor no later than one month before the end of the contract if the contract will be renewed on mutually agreeable terms, or otherwise terminate at the end of the contract.
  - c. If the contract is not renewed, the Contractor agrees to fully cooperate in all aspects of the transition to a new Contractor. the security deposit will be refunded after applicable deductions.

#### Annexure 2

#### **JSW School of Law**

#### Pangbisa, Paro

SI.No	Total No of students	Rate per std per day	lump sum rate for one month	Duration
1	100			11 months

a. Rate in word ( per std per day).....

b. Lump sum rate per month.....

#### Note;

Students on semester break will not be counted for payment.

#### List of cafeteria items for sale by the Food Service Contractor

SI. No	Items	Unit	Proposed costing (Nu.)	Remarks
1	Cheese/veg Momo	per plate(5pcs)		
2	Non-veg momo	per plate(5pcs)		
3	Pakora	per (2pcs)		
4	Samosa	per piece		
5	Chili chop	per plate (2pcs)		
6	French fries	per plate		
7	Alu chop	per plate(4pcs)		

SI. No	Items	Unit	Proposed costing (Nu.)	Remarks
8	Maggie (plain)	per plate		
9	Maggie with egg	per plate		
10	Koka	per plate		
11	Koka with egg	per plate		
12	Chips	Per packet		
13	Ice Cream			
14	Теа	per cup (double Cup)		
15	Milk Coffee	per cup		
16	Black Coffee	per cup		
17	Cake items	per slice		
18	Suja shamdey/desi	per cup		
19	Paneer Thueb	per cup		
20	Non-veg thueb	per cup		
21	Chicken wing	per piece		
22	Chicken drumstick	per piece		
23	Puri/Roti without sabji	per piece		
25	Puri/ Roti with sabji	per plate		
26	Juice items			
27	Fried Rice (veg)	per plate		

SI. No	Items	Unit	Proposed costing (Nu.)	Remarks
28	Non-veg fried rice	per plate		
29	Rice, 1 veg, dal and salad	Per plate		
30	Rice, 1 non veg, dal and salad	Per head		
31	Rice, 1 veg, 1 non veg, dal and salad	Per head		
32	Cheese Pizza (large round)	Per roll		
33	Cheese Pizza (large small)	Per roll		
34	Pizza Cheese	Per slice		
35	Non veg - Pizza (large)	Per round		
36	veg - Pizza (large)	Per round		
37	Cake	Per slice		
38	Cake (1.2 pound)	Per round		
39	Cup cake	Per piece		
40	Lemonade shake	Per glass		
41	Strawberry shake	Per glass		
42	Chocolate shake	Per glass		
43	Sanitary Pads	per piece		

#### Note:

1. Add any other items, not covered in the above table, may be proposed for sale with rate.

- 2. Baking of cake and Pizza machine will be provided
- 3. The rate of cafeteria items will be based on the lowest rate submitted by the bidders.

Documents submission

- 1 Annexure 2
- 2. License copy
- 3. Experience certificate
  - 4. Train Cook certificates
  - 5. Manager qualification certificate
  - 6. BAFR Certificate for kitchen staff