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Loden Foundation

Thimphu Bhutan | P.O. Box. 131
Tele: +975-77195599 / +975-77195588
Email: info@loden.org
Social Media: @lodenfoundation
www.loden.org

NOTICE INVITING TENDER FOR CATERING SERVICE TO LODEN FOUNDATION

1. Annexure 1 (Integrity Pact / Integrity Pact)
2. Annexure 2 (Contract Agreement)
3. Annexure 3 (Bid Form)

Note:

1. All documents must be **signed**, officially **sealed**, and then delivered in a **physical copy** enclosed within a **sealed envelope**.
2. The **Contract Agreement** outlined in **Annexure 2** will be signed upon awarding the contract. It is included herein for reference purposes.
3. **Documents to be submitted along with the Bid:**
 - a. Valid Trade license copy
 - b. Tax clearance certificate
 - c. Undertaking Form (Annexure 1)

Tender Enquiry Number	LF/ADM(PR)2024/003
Date/ Time of release of the tender	05/04/2024 / 10:00 Am
Last date/time of submission of queries/observations, if any, for clarification through email to ljurme@loden.org	30/04/2024 / 5:00 Pm
Last date/time for submission of all bids.	30/04/2024 / 5:00 Pm
Date/Time of pre-bid meeting for shortlisting	01/05/2024 / 10:00 Am

The Loden Foundation invites bids from Accredited Caterers / Licensed Catering Providers for the Catering Services (**Detailed specifications and required quantities are attached using the Bid Form (Annexure 3)**) on the terms and conditions enumerated in the tender document. Bidders should read the tender document carefully and comply strictly with the conditions while submitting their bids. Electronic bids will not be accepted under any circumstances. Bidders may choose to indicate non-applicability by using "N/A" to denote their decision not to bid on specific items clearly.



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Terms and Conditions

1. **Parties:**

The parties to the contract are the Tendering Firm/ Agency and Loden Foundation.

2. **Contractor:**

The term Contractor shall mean Company, Firm, Agency, or the Individual to whom the Contract is awarded and shall include its/ his/ her/heirs, legal representative, assigns, and successors. The successful Bidder is called "Contractor" in this tender document.

3. **Scope of Work:**

Catering Services at Loden Foundation Office, Qisem house, 274 Zeri Zur Lam, 36 Kaa SW, Thimphu.

4. **Documents required for the Goods/Works/Services**

- a. A duly completed and signed priced quotation as per the schedule of Services and the price quotation (bid form)
- b. Valid Trade license copy
- c. Valid Tax Clearance certificate
- d. Any other documents specified in this document

5. **Location:**

The services shall be provided at Qisem house, 274 Zeri Zur Lam, 36 Kaa SW, Thimphu. The Bidders, in their own interest, are advised to inspect the location at their own cost before submitting tenders.

6. **Eligibility Criteria:**

- (i) The Bidder shall not have been blacklisted by any Department /Ministry of the Govt. of Bhutan/Civil Society Organizations.
- (ii) The Bidder should have valid TPN and trade license registration and upload legible attested copies of these documents with the Bid.

7. **Validity of Bids:**

The bids shall be valid for a minimum period of 90 days, computed from the date of opening of the Bid. The validity may be further extended for a further period of three months by mutual consent.

8. **General Conditions:**

1. The Catering Service Bid is to be submitted concurrently and duly signed.
2. The bids (complete in all respects) must be submitted.
3. Loden may seek clarification on any aspect from the Bidders when deemed necessary. However, that would not entitle the Bidder to change or cause any change in the price quoted. Loden may, if required, ask the Bidder to give a



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presentation to clarify the tender. All expenses for this purpose, as also for the preparation of documents and other meetings will be borne by the Bidder.

4. Loden will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed and whether the tenders are generally in order.
5. A tender determined as not substantially responsive will be rejected and may not subsequently be made responsive by the Bidder by rectifying the non-conformity.
6. Loden may waive off any minor infirmity or non-conformity in the tender that does not constitute a service deviation, provided such waiver does not prejudice or affect the relative ranking of other Bidders. Loden's decision in this regard will, however, be final and binding.
7. A tender containing any condition leading to unknown/ indefinite liability is liable to be summarily rejected.
8. The tender bid and copies of documents submitted by the Bidder should be duly signed at the given places, together with initials on every page by the authorized person of the Bidder. Initial/ signature will indicate the acceptance of the tender document by the Bidder.

9. Criteria for Evaluation of Tenders:

- a. Bids (complete in all respects) received will be opened as per the stipulated time and date indicated in the Notice Inviting Tender of the tender document.
- b. Bid evaluation will be done by a Tender Evaluation Committee (TEC).
- c. The criteria prescribed with respect to specifications of services, years of operation in the business, the experience of a similar class of work completed, etc, will first be scrutinized, and the Bidder's eligibility for the work will be determined.
- d. After evaluating the Catering Service Bid, bids will be communicated to the successful bidder upon acceptance.
- e. For the purpose of Loden Foundation's logistics and inventory management, Loden shall select two bidders from the process, one of which will be on standby.
- f. Loden will award work to the Bidder whose bid has been found to be substantially responsive and determined as the lowest evaluated bid, provided further that the Bidder is determined to be competent to perform the contract satisfactorily. Loden shall, however, not bind itself to accept the lowest or any tender bid, wholly or in part.

10. Standards

- (i) The services provided under this contract shall conform to the standards prescribed/ specifications mentioned against the quality in the bids.
- (ii) The bidder must furnish detailed specifications for the catering services, covering menu, portion sizes, dietary options, service style, presentation, and any additional offerings as specified in the bid document. No change shall be permitted after the opening of bids.



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11. Rejection of incomplete and conditional tenders:

The incomplete and conditional tenders will be rejected. Quoting unrealistic rates for any individual item will result in the rejection of a bid for that particular service.

12: No withdrawal after submission of bids:

Bidder shall not be permitted to withdraw his/ her/ its offer or modify the terms and conditions thereof after acceptance of tender. In case the Bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rate, the Bidder may be liable to be debarred/ blacklisted from participating in the tendering process of Loden in the future.

13. Non-acceptance of the tenders received after the last date:

Tenders received after the closing date and time prescribed in the tender inquiry shall NOT be accepted under any circumstances.

14. Period of contract:

The contract shall be valid for a period of one year. However, in mutual agreement, Loden reserves the right to extend the contract for one more year at a time, at the same prices, terms, and conditions.

15. Warranty/ Guarantee:

(i) The Contractor shall provide a satisfaction guarantee, where necessary, commencing from the date of completion of the catering service.

(ii) In the event that the Contractor, upon notification, does not promptly address or rectify any issues within 72 working hours, Loden reserves the right to undertake necessary corrective measures at the Caterer's expense and risk without waiving any other contractual entitlements or remedies, including termination of the contract agreement.

16. Penalty:

In the event of the Contractor failing to:

1. Observe or perform any of the conditions of the tender/ work order as set out herein or
2. Execute the order in good condition to the satisfaction of Loden or by the time fixed by Loden or
3. Runs efficiently and meets the desired standards of quality and professionalism as listed in this tender;

(i) In the event of the caterer's failure to deliver any or all of the agreed-upon services within the specified timeframe(s) outlined in the contract, Loden reserves the right to impose liquidated damages. These damages shall amount to 0.5% of the value of the individual service(s) per day, capped at 10% of the total value of the order. Once the



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maximum penalty is reached, the work order for the respective service shall automatically be deemed expired.

(ii) The service of non-original, similar-looking, or substandard items will not be accepted. Should the caterer fail to provide the specified quality or specifications of catering services or deliver items in desirable condition, a penalty of up to 25% of the value of the supply order may be imposed. Furthermore, the contract may be terminated, and the caterer may be blacklisted.

(iii) If the caterer continues to fail to supply catering services of satisfactory quality beyond the 10% penalty period, Loden reserves the right to procure identical services from the open market. Any losses incurred by Loden due to such purchases shall be deducted from the caterer's payable bills. The caterer shall not have the right to dispute this procedure.

17. Loden Rights:

(i) Loden reserves the right to accept/ reject any or all the bids in whole or in part and annul the bidding process without assigning any reason whatsoever. It is not bound to accept the lowest tender.

(ii) Loden also reserves the right to modify and/ or relax any terms & conditions of this tender document before the last date of submission of tenders to safeguard its interest.

(iii) If there is any failure on the part of the Bidder to observe the prescribed procedure and any attempt to canvass/influence Loden for the furtherance of his/her interest, the Bidder's quotation will be canceled forthwith. Loden's decision in this regard will be final.

(iv) Loden reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage, in case of any change in requirement.

(v) Loden reserves the right to award the work to more than one Bidder.

(vi) Loden reserves the right to blacklist a Bidder for a suitable period in case the Bidder fails to honor its bid after the award of work without sufficient grounds.

(vii) All the services for which bids are submitted should be genuine and of the accredited caterers or licensed catering providers. If the service provided is found to be of non-genuine/substandard quality, the same will be returned/replaced at the cost of the Bidder, and the Loden will not be responsible for any loss to the concerned Bidder for such supply.

(viii) The tender document is valid for a period of twelve months from the date of issue. If a supply order is not issued within this period, the process will have to start afresh.

18. Mode of Payment:

(i) Payment shall be made through the issuance of a physical cheque or bank transfer only. TDS, as applicable, will be deducted after satisfactory services.

(ii) Loden shall be at liberty to withhold any of the payments in whole or in part subject to recovery of taxes as applicable and recovery of penalties.

(iii) No advance payment will be made in any case.



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19. Subletting of Work:

The Contractor shall not assign or sublet the work or any part to any other person or party.

20. Right to Call upon Information Regarding the Status of work:

Loden has the right to call upon information regarding the status of work at any point in time.

21. Termination of the Contract:

(i) Loden may terminate the contract without notice if the Contractor breaches any contract terms. Loden's decision that a violation has occurred will be final and shall be accepted without demur by the Contractor. In such a case, Loden, at its discretion, may blacklist the Contractor.

(ii) The Contract in normal conditions can be terminated by either party, i.e., Loden or the Contractor, after giving two months' notice to the other party, extendable by mutual agreement till alternate arrangements are made.

22. Legal Jurisdiction:

The contract shall be deemed to have been concluded in the National Capital Territory of Thimphu. All obligations hereunder shall be considered to be located at the NCT of Thimphu, and the Court within the NCT of Thimphu will have jurisdiction exclusive of all other Courts.



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Annexure 1 (Integrity Pact)

UNDERTAKING

It is certified that my Firm/Agency/Company _____ has never been blacklisted by any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of Bhutan, and no criminal case is pending against the said Firm/ Agency/Company as on _____.

Signature of the Bidder

Name of the Signatory:

Name of the Firm/Agency:

Seal of the Firm/Agency

Place:

Date:



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Annexure 2 (Contract Agreement)

This agreement is made on _____ 2024 between the Loden Foundation, _____ hereinafter referred to as “Loden,” and M/s _____, a registered company with a registered office at _____, hereinafter referred to as “Contractor,” and both the parties as mentioned above set forth and agree to abide by the following terms of this agreement.

WHEREAS the contractor has tendered to provide catering services to Loden as per the terms and conditions mentioned in the tender document. Whereas such tender has been accepted NOW, IT IS HEREBY AGREED between the parties hereto as follows:

1. The contractor has accepted the contract on the terms and conditions set out in the tender notice No. _____ dated _____, which shall hold good during the period of this agreement.
2. Upon breach by the contractor of any of the conditions of the agreement, the Tendering Authority may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the Loden to bar them from participating in future tenders.
3. This agreement shall remain in force until the expiry of 12 months from the date of entering into the contract. Still, the Tendering Authority may cancel the contract at any time upon giving one month’s notice in writing without compensating the contractor.
4. The Tendering Authority may give notices in connection with the contract. In consideration of the payments to be made by the Loden to the contractor as hereinafter mentioned, the contractor hereby covenants with the Loden to provide the Services and remedy defects in conformity with the provisions of the Contract.
5. The Tendering Authority hereby covenants to pay the Contractor, in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at times and in the manner prescribed by the contract.
6. If subject to circumstances beyond control (Force Majeure), the contract fails to deliver the services in accordance with the conditions mentioned in the tender, the Tendering Authority shall be entitled to render services from else another organization after giving due notice to the Contractor on the amount and at the risk of the Contractor without canceling the contract in respect of the consignment not yet due for delivery or to cancel the contract.
7. If an action is taken, the contractor shall be liable for any losses the Tendering Authority may sustain on that account. The recovery by way of penalty shall be made by deducting



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the amount from the bills to be made good by a credit note within the stipulated period for the purpose.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of duly authorized representatives on the day, month and year before written.

Signed:

For and on behalf of
Loden Foundation _____ Authorised Signatory

M/s _____
Authorised Signatory _____

Loden Witness

M/sWitness



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Annexure 3 (Bid Form)

Note:

1. Rice with **4 Vegetarian Items** may be substituted with **non-vegetarian** options under exceptional circumstances.
2. **Documents to submit along with the Bid:**
 - a. Valid Trade license copy
 - b. Tax clearance certificate
 - c. Undertaking Form (Annexure 1)

SN	Services	UoM	Minimum Qty required in a year	Rate (BTN)	Total (BTN)
1	Rice with 4 items (Veg)	Per Head	As and When		
2	Tea and Snacks	Per Head	Required		