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DRUK HOLDING & INVESTMENTS LTD.

GROUP STANDARD BIDDING DOCUMENT

SERVICES

Catering Services

January 2024

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Notice Inviting Quotation

NIQ No.: **DHI/PROC-05/2024/16**

Date: **January 18, 2024**

DHI invites proposals to provide the catering services from reputed Catering Firms/Hotels and Restaurants. More details on the services are provided in the **Terms of Reference**. The proposal shall include all required information and documents as mentioned in the **Bid Data Sheet**.

A Firm will be selected under **Quality and Cost Based Method** and procedures described in this Request for Proposal (RFP), in accordance with DHI's Procurement Manual.

The Submission and Opening details are given below as per the following schedule:

| | |
|-------------------------------------|---------------------------------|
| RFP <i>(date & time)</i> | January 18, 2024 |
| Submission <i>(date & time)</i> | February 16, 2024 at 1230 hours |
| Opening <i>(date & time)</i> | February 16, 2024 at 1430 hours |

Proposals shall be submitted via www.tender.bt and shall be opened in the presence of Bidder's representatives who choose to attend. The procedural requirements for responding to this invitation are provided in the complete Bid document, which includes the following:

- Section I – Instruction to Bidders
- Section II - Bid Data Sheet
- Section III – Bidding Forms
- Section IV – General Terms and Condition
- Section V – Terms of Reference

Address for communication:

Kinley Gyem

Associate Manager

Procurement Unit

Druk Holding and Investments Limited

Email: kinleygyem@dhi.bt

Phone: 02-332012

Section I: Instruction to Bidders (ITB)

1. Introduction

- 1.1 The company will select a catering firm/restaurant in accordance with the method of selection specified in the Bid Data Sheet (BDS).
- 1.2 The Bidders are invited to submit a Technical Proposal and a Financial Proposal as specified in the BDS, for Catering Services required for the assignment named in the BDS. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

2. Clarification on Bidding Documents

- 2.1 The Bidder shall examine the Bidding Documents thoroughly, Bidder may request clarification promptly. Any clarification on Bidding Documents may be notified to the Company in writing, not later than the days specified in the BDS from the submission of the bid.

3. Amendment of Bidding Documents

- 3.1 At any time prior to the deadline for submission of bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document through an Addendum.
- 3.2 The Addendum, if any, shall be available for downloading from www.tender.bt or www.dhi.bt by prospective Bidders. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason.

4. Modification and Withdrawal of Bids

- 4.1 No bid can be modified subsequent to the deadline for submission of bids.

5. Price Schedule

- 5.1 Price shall be quoted in accordance with **Price Schedule Forms**.
- 5.2 Price quoted by the Successful Bidder must remain firm during the entire period of performance of the Contract and is not subject to variation.

6. Period of Validity of Bids

- 6.1 Bids shall remain valid for a period as specified in the BDS. A bid valid for a shorter period shall be rejected by the Company as non-responsive.
- 6.2 As required, the Company may request bidders to extend the period of validity of their bids. However, a bidder may refuse the request to extend the validity of its bids without forfeiting its bid security. A bidder granting request shall not be required or permitted to modify its bids.

7. Bid Security

- 7.1 The Bidder shall furnish, as part of its bid, bid security denominated in the currency and in the amount as specified in the BDS. The Bid Security shall be submitted in the form of an irrevocable bank guarantee /cash warrant/demand draft/bank transfer payable to the Company

issued by any Financial Institution of Bhutan or any Foreign bank acceptable and enforceable by Financial Institution of Bhutan.

- 7.2 The bid security shall be forfeited if a bidder withdraws its bid during the period of bid validity or if the selected Service-Provider fails to sign the Contract in accordance with ITB 17: Signing of Contract.
- 7.3 Immediately after the award of contract the bid security of all the unsuccessful bidders, shall be returned within fifteen (15) working days of the award of contract/Work Order.
- 7.4 The bid security of the successful bidder shall be returned immediately after signing of contract/issue of Work Order.

8. Signing of Bids

- 8.1 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person who is duly authorized by the Bidder, holding a Power of Attorney, with an official seal.

9. Submission of Bids

- 9.1 The bidder(s) shall submit the bid including all documents should be duly filled, signed and sealed.
- 9.2 The submission of Bid(s) should be done as specified in the BDS.

10. Opening of Bid

- 10.1 The bid(s) will be opened in the presence of bidders or their representatives who choose to attend on the dates specified in the BDS. In case due date of the opening of the bid falls on non-working days, the opening of the bid shall be on next working day at the same time.

11. Bid Evaluation

- 11.1 Bids determined to be substantially responsive to the technical specifications and commercial conditions will be evaluated by comparison of their quoted prices. In evaluating the bids, the Company will determine for each bids the evaluated price by adjusting the priced bid 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 Company 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.
- 11.2 To assist in the evaluation, comparison of the Bids, the Company may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Company shall not be considered.

12. Combined Quality and Cost Evaluation

- 12.1 In the case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights indicated in the Data Sheet. The firm achieving the highest combined Technical and Financial score will be invited for negotiation.

13. Evaluation of Technical Proposal and Financial Proposals

- 13.1 The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and points system specified in the BDS. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, particularly the Terms of Reference, or if it fails to achieve the minimum technical score indicated in the BDS.
- 13.2 Following the Technical Proposals, Financial Proposals shall be evaluated for proposal which have met the minimum criteria.

14. Negotiations

- 14.1 Negotiations may be carried out with the lowest evaluated bidder. In case of failure during negotiation with the lowest evaluated bidder, the Company shall proceed for negotiation with the next-ranked Bidder.
- 14.2 The minutes of the negotiations, signed by the company and the Bidder, shall form part of the Contract Agreement.

15. Award Criteria

- 15.1 The Company will award the Contract to the successful Bidder, after negotiation, if any, whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid.
- 15.2 However, the Company also reserves the right to accept any bid and to reject any or all bids and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to Bidders or any obligation to inform the affected Bidders on the grounds for such action of the Company.

16. Notification of Award

- 16.1 Prior to expiry of the period of bid validity or extended validity, Company will issue Notification of Award to the successful Bidder(s). Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

17. Signing of Contract

Within the time period specified in the NoA, the successful consultant shall sign the contract or a Service Order shall be issued by the Company upon submission of Performance Security as per ITB 18.

18. Performance Security

- 18.1 The successful Bidder shall have to submit the performance security equal to amount specified in the BDS.
- 18.2 The performance security shall be submitted in any of the following forms:
- a. irrevocable bank guarantee,
 - b. cash warrant, or
 - c. demand draft
 - d. Cash Deposit/Bank Transfers including Mbob, MPay, ePay, Tpay etc
- 18.3 Failure of the successful Bidder to submit the above-mentioned performance security or accept the award or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security.

Section II: Bid Data Sheet

The following bid specific data shall amend and/or supplement the clauses in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.

| ITB Clause Reference | Details |
|----------------------|--|
| 12.1 | <p>Method of Selection: Quality and Cost Based Selection (QCBS)</p> <p>Mode: Single Stage - Single Envelope</p> |
| 1 | <p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>The Name of the Assignment is: Hiring of Catering Firms/Restaurant/Hotels for Catering</p> <p>The broad Scope of the service:</p> <p>Druk Holding and Investments Ltd., (DHI) is requesting bids from reputable Catering firms, Restaurants and hotels for the purpose of securing a contract agreement with a potential Catering and Meal Service Provider during the events with a business volume of almost 2 million per annum.</p> |
| 2.1 | <p>Clarifications may be requested not later than: 7 days before the submission date</p> <p>The address for requesting clarification is:</p> <p>Kinley Gyem Associate Manager Procurement Unit Druk Holding & Investments Limited Phone: +975-02-332012 Email: kinleygyem@dhi.bt</p> |
| 6 | Proposals must remain valid for: 60 days after the submission date. |
| 7 | <p>The Bid shall be accompanied by a Bid Security of BTN 20,000/- in the form of a Cash Warrant/ Unconditional Bank Guarantee/ Banker Cheque/ Demand draft drawn in favour of the <i>Associate Director, Corporate Services Division, Druk Holding and Investments Limited</i>, Thimphu issued by the Financial Institution enforceable in any Banks in Bhutan</p> <p>If the Bidder(s) opts to Bank Transfer the Bid Security, it may be deposited to the DHI's BOB Account No. 100893691, and submit the transaction details along with other documents during bid submission as well as email to dorjeedhondup@dhi.bt /copy: kinleygyem@dhi.bt.</p> |
| 9 | <p>Proposals must be submitted no later than the following date and time:</p> <p>On or before February 16, 2024 at 1230 hours (BST)</p> |
| 10 | The Proposals will be opened on February 16, 2024 at 1430 hours at DHI Meeting Room 1. |

| ITB Clause Reference | Details | | | | | | | | | | | | | | | |
|--|---|---|--------------|-------|---------------------------|---|---|--|---|---|--|--|---|--|---|--|
| 11 | <p>The proposal will be evaluated based on the following evaluation criteria: <i>(Use Tech Forms and submit evidence)</i></p> <table border="1" data-bbox="386 338 1393 1394"> <thead> <tr> <th data-bbox="393 346 618 451">Technical Criteria</th> <th data-bbox="625 346 1013 451">Sub-Criteria</th> <th data-bbox="1019 346 1386 451">Score</th> </tr> </thead> <tbody> <tr> <td data-bbox="393 459 618 1199">1. Experience of the firm</td> <td data-bbox="625 459 1013 1199"> Relevant Experience and Expertise of caterer <i>(should submit recommendation letter from firms)</i> *If the Bidder has catered to DHI, the Bidder needs to submit only 2 letters of recommendations. </td> <td data-bbox="1019 459 1386 1199"> 3 Firms - 30 Points 2 Firms - 20 Points 1 Firm - 10 Points </td> </tr> <tr> <td data-bbox="393 1207 618 1255"></td> <td data-bbox="625 1207 1013 1255">Total number of staffs <i>(should submit names and designations)</i></td> <td data-bbox="1019 1207 1386 1255"> 6 and above staffs - 30 points 3-6 staffs - 20 points 1-2 staffs - 10 points </td> </tr> <tr> <td data-bbox="393 1264 618 1386"></td> <td data-bbox="625 1264 1013 1386">Star rating by TCB or any other organization</td> <td data-bbox="1019 1264 1386 1386"> 2 star or equivalent and above - 20 points No rating - 10 points </td> </tr> <tr> <td data-bbox="393 1207 618 1394">2. Experience and Expertise of the key personnel</td> <td data-bbox="625 1207 1013 1394">Key technical skills/expertise of personnel <i>(attach one resume/ CV of chef or cook)</i></td> <td data-bbox="1019 1207 1386 1394"> 2 CV submitted - 20 points 1 CV submitted - 10 points </td> </tr> </tbody> </table> | Technical Criteria | Sub-Criteria | Score | 1. Experience of the firm | Relevant Experience and Expertise of caterer <i>(should submit recommendation letter from firms)</i> *If the Bidder has catered to DHI, the Bidder needs to submit only 2 letters of recommendations. | 3 Firms - 30 Points 2 Firms - 20 Points 1 Firm - 10 Points | | Total number of staffs <i>(should submit names and designations)</i> | 6 and above staffs - 30 points 3-6 staffs - 20 points 1-2 staffs - 10 points | | Star rating by TCB or any other organization | 2 star or equivalent and above - 20 points No rating - 10 points | 2. Experience and Expertise of the key personnel | Key technical skills/expertise of personnel <i>(attach one resume/ CV of chef or cook)</i> | 2 CV submitted - 20 points 1 CV submitted - 10 points |
| Technical Criteria | Sub-Criteria | Score | | | | | | | | | | | | | | |
| 1. Experience of the firm | Relevant Experience and Expertise of caterer <i>(should submit recommendation letter from firms)</i> *If the Bidder has catered to DHI, the Bidder needs to submit only 2 letters of recommendations. | 3 Firms - 30 Points 2 Firms - 20 Points 1 Firm - 10 Points | | | | | | | | | | | | | | |
| | Total number of staffs <i>(should submit names and designations)</i> | 6 and above staffs - 30 points 3-6 staffs - 20 points 1-2 staffs - 10 points | | | | | | | | | | | | | | |
| | Star rating by TCB or any other organization | 2 star or equivalent and above - 20 points No rating - 10 points | | | | | | | | | | | | | | |
| 2. Experience and Expertise of the key personnel | Key technical skills/expertise of personnel <i>(attach one resume/ CV of chef or cook)</i> | 2 CV submitted - 20 points 1 CV submitted - 10 points | | | | | | | | | | | | | | |
| 12 | <p>Minimum score required to qualify through the technical proposal is:</p> <p>60 points</p> | | | | | | | | | | | | | | | |
| 13 | <p>The formula for determining the financial scores is the following:</p> <p>$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price the proposal under consideration.</p> | | | | | | | | | | | | | | | |

| ITB Clause Reference | Details |
|----------------------|--|
| 14 | <p>Expected date to start contract negotiations:</p> <p>To be intimated at a later date.</p> |
| 15 | <p>The Award Criteria: DHI will award the work to TOP 3 Firms with the best Technical + Financial Score.</p> <p>The weights given to the Technical and Financial Proposals are:</p> <p>T =30%</p> <p>F = 70%</p> |
| 16 | <p>The Contract will be signed on a date intimated at a later date for a period of 1 year.</p> |
| 17 | <p>Expected date for signing the contract after the award of Notification of Award:</p> <p>To be intimated at a later date.</p> |
| 18 | <p>The Performance Security amounting to Nu. 20,000 valid for a year.</p> |

Section III: Bidding Forms

Tech Form – 1: Technical Proposal Submission Forms

<Ref. No.>

<Date>

To:

Procurement Unit
Druk Holding and Investments Ltd.
Thimphu

Dear Sir,

We the undersigned, offer to provide the Catering Service for DHI in accordance with your Standard bidding Document. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal.

We hereby declare that:

- a. This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.
- b. We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the Bidding Documents and specified in the Bidding Data Sheet.
- c. We have no conflict of interest.
- d. Our firm, its affiliates or subsidiaries—including any subconsultants for any part of the Contract—has not been declared ineligible under the laws or official regulations of Bhutan, in accordance with ITB clauses.
- e. Our duly executed Integrity Pact Statement is attached herewith.
- f. We accept the vendor performance management system.
- g. All the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. In this regard you may contact any of our previous Employers or the previous Employers of any of our sub-consultants or any of the employees thereof for further information.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the Catering Services related to the assignment not later than the date indicated in Data Sheet and to comply with all the provisions of the Contract.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

Tech Form – 2: Experience of the Firm

| Sl. No. | Name of the Customer/Company | From | To |
|---------|------------------------------|------|----|
| 1 | | | |
| 2 | | | |
| 3 | | | |

Tech Form – 3: List of the staffs

| Sl. No. | Name of the Staffs | Designation | From | To |
|---------|--------------------|-------------|------|----|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |

Tech Form - 4 Curriculum Vitae (CV) of Proposed Staff

1. Name of Firm *[Insert name of firm proposing the staff]:*

2. Name of Staff *[Insert full name]:*

3. Employment Record *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below):*

Dates of employment, Name of employing organization, positions held.]:

From [Year]_____: To [Year]: _____

Employer: _____ Positions held: _____

4. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience. I understand that any willful misstatement herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff]

Day/Month/Year

Full name of authorized representative:

Financial Form – 1: Price Schedule Forms

a. Tea and Snacks

| SN | Type | Menu | Unit Price in Nu. (Upto 10 pax) | Unit Price in Nu. (10 Pax to 50 Pax) | Unit Price in Nu. (Above 50 pax) |
|---------------------------------------|-----------|--|------------------------------------|---|-------------------------------------|
| Estimated Numbers of Events per annum | | | 50+ | 30+ | 5+ |
| 1 | Package 1 | Rice, Roti/nan/noodles, 3 non-Veg, 3 Veg, 1 dal/jaju, desert, water | | | |
| 2 | Package 2 | Rice, Roti/nan/noodles, 2 non-Veg, 3 Veg, 1 dal/jaju, desert, water | | | |
| 3 | Package 3 | Rice, Roti/nan/noodles, 1 non-Veg, 2 Veg, 1 dal/jaju, desert, water | | | |
| 4 | Package 4 | Rice, 1 Non-Veg, 1 Veg, 1 dal/jaju, water | | | |

b. Tea and Snacks

| SN | Type | Menu | Unit Price in Nu. (Upto 10 pax) | Unit Price in Nu. (10 Pax to 50 Pax) | Unit Price in Nu. (Above 50 pax) |
|----|-----------|---|------------------------------------|---|-------------------------------------|
| 1 | Package 1 | Tea, Coffee, Green Tea and 3 non-Veg, and 3 Veg Snacks | | | |
| 2 | Package 2 | Tea, Coffee, Green Tea and 1 non-Veg, and 1 Veg Snacks | | | |
| 3 | Package 3 | Tea, Coffee, Green Tea and 1 Veg/Non-Veg Snack and 1 Cookie/Biscuit | | | |

c. Water and Nuts

| SN | Descriptions | Unit Price in Nu. |
|-----------|---------------------|--------------------------|
| 1 | Water Setup | |
| 2 | Nuts Set up | |
| 3 | Sweets Set up | |

Sealed and Signed

Section IV: General Conditions of Contract

1. Definition

1.1 The following terms and expressions used herein shall have the meaning as indicated therein:

- a) **“Contract Price”** means the aggregate price payable to the Contractor as specified in the Contract at the time of award, subject to such additions and adjustments thereto or deductions therefrom as may be made pursuant to the provisions of the Contract till the completion of the contract, the price so adjusted shall be termed as Executed Price;
- b) **“Company”** means the DHI and/or its Companies applying this Document;
- c) **“Services”** means Non-Consultancy Services which are not Consultancy Services. Nonconsultancy Services are normally bid and contracted on the basis of performance of measurable outputs, and for which performance standards can be clearly identified and consistently applied. Examples include: drilling, aerial photography, satellite imagery, mapping, catering services, ticketing services, printing services, hiring of training facilities, and similar operations;
- d) **“Completion Date”** means the date of completion of the Services by the Service Provider as certified by Company;
- e) **“Service Provider”** means a legal entity, including the legal successors or permitted assigns of such entity, entering into a Contract with Company to provide Services;

2. Governing Law

2.1 The Contract/ Purchase Order shall be governed by and interpreted in accordance with the Laws of Bhutan.

3. Service Provider’s Responsibilities

3.1 The Service Provider shall provide all the Services in accordance with **Section IV** TOR and the Delivery and completion requirements.

4. Quality of Work

4.1 The Service Provider shall guarantee for the quality of work. The quality of workmanship shall be of highest standard and to the full satisfaction to the Company.

4.2 The Service Provider shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices.

5. Contract Price

5.1 The Contract Price shall be as specified in the Contract/Work Order subject to any additions and adjustments thereto or deductions therefrom as may be made pursuant to the Contract.

6. Terms of Payment

6.1 The Contract Price, including any advance payments, if applicable.

6.2 Payments shall be made promptly by the Company, but no later than thirty (30) days after the receipt of invoices and documents, provided that the documents are compliant with all the requirements of the Company.

6.3 The currencies in which payments shall be made to the Service Provider under this Contract shall be those in which the Contract Price is expressed.

7. Tax Deducted at Source

7.1 At the time of release of payment, two (2%) percent TDS on service portion shall be deducted from the Service Providers having Bhutanese trade license, or Three (3%) on the service portion from the Service Providers having other than Bhutanese trade license respectively from the gross amount of bills except from the manufacturers and authorized dealers. The Company shall furnish necessary TDS Certificate to the Bidders, issued by the Department of Revenue & Customs, RGoB.

7.2 If any tax exemptions, reductions, allowances or privileges may be available to the Service Provider in the Kingdom of Bhutan, the Company shall use its best efforts to enable the Service Provider to benefit from any such tax savings to the maximum allowable extent.

8. Performance Security

8.1 The Performance Security shall be valid until the successful completion of the obligations under the Contract, including warranty obligations, if any.

8.2 The Performance Security shall be discharged by the Company and returned to the Service Provider not later than thirty (30) days following the date of completion of the Consultant's performance obligations under the Contract, including any warranty obligations.

9. Limitations of Liability

9.1 Except in cases of gross negligence or willful misconduct:

a) neither party shall be liable to the other party, whether in Contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service Provider to pay liquidated damages to Company; and

b) the aggregate liability of the Service Provider to the Company, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply

to the cost of repairing or replacing defective Services, or to any obligation of the Service Provider to indemnify Company with respect to patent infringement.

10. Force Majeure

10.1 The Service Provider shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default if and to the extent that its delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

10.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Service Provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Service Provider. Such events may include, but not be limited to, acts of the RGoB in its sovereign capacity, act of God, wars or revolutions, riot, civil commotion, sabotage, fires, floods, epidemics, quarantine restrictions and freight embargoes or any other cause of similar nature which are not within the control of either party to the contract and which renders the performance of the contract by the said party impossible.

10.3 If a Force Majeure situation arises, the Service Provider shall promptly notify Company in writing of such condition and the cause thereof, along with documentary or pictorial evidence. Unless otherwise directed by company in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

11. Termination

11.1 Termination for Default

11.1.1 The Company, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate the Contract in whole or in part:

- a. if the Service Provider fails to deliver any or all of the Services in accordance to the Contract, within the stipulated delivery schedule or within any extension thereof granted by the Company; or
- b. if the Service Provider fails to perform any other obligation under the Contract; or
- c. if the Service Provider, in the opinion of the Company has engaged in fraud and corruption, in competing for or in executing the Contract, the Company shall be the final authority to decide whether the Service Provider has engaged in any Fraud and Corruption as mentioned above and such decision shall be final and binding on the Service Provider; or
- d. If the Service Provider becomes bankrupt or goes into liquidation or makes general assignment for the benefit of the creditors or any receiver is appointed for the property owned by the vendor.

11.1.2 In the event the Company terminates the Contract in whole or in part, the Company may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to Company for any additional costs incurred by Company in procurement of such undelivered Services. Wherever the Contract is terminated in part, the Service Provider shall continue performance of the Contract to the extent not terminated.

11.2 Termination by Service Provider

11.2.1 If,

a) The Company commits a substantial breach of the Contract; the Service Provider may give a notice to Company that specifies the breach and requires Company to remedy the same. If Company fails to remedy the breach or take steps to remedy the breach within thirty (30) days after receipt of the Service Provider's notice, or,

11.2.2 If the Service Provider is unable to carry out any of its obligations under the Contract for any reason attributable to the Company, including but not limited to Company's failure to obtain any governmental permit necessary for the Delivery of Services, which Company is required to obtain as per provision of the Contract or as per relevant applicable laws, the Service Provider may give a notice to Company to carry out such obligation under the Contract and if Company fails to comply within thirty (30) days after receipt of the Service Provider's notice, then the Service Provider may, referring to this sub-clause, forthwith terminate the Contract.

11.2.3 In the event of termination, all payments due to the Service Provider for the Services already delivered, shall be settled by Company with no further liability on any account whatsoever.

11.3 Termination by Force Majeure

11.3.1 Service Provider shall not be considered in default if delay in delivery occurs due to Force Majeure.

11.3.2 Only those causes which have duration of more than 7 days shall be considered causes of Force Majeure. In the event of delay due to such causes, the delivery schedule will be extended for a length of time equal to the period of Force Majeure or at the option of the Company, the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of the Company. In the event of such cancellation, the Service Provider shall refund any amount advanced or paid to the Service Provider by the Company and deliver back any materials issued to him by the Service Provider and release facilities, if any provided by the Company.

12. Payment upon termination

12.1 Upon termination of this contract pursuant to Clauses GCC 16.1 to GCC 16.3 hereof, the Company shall make the following payments to the Service Provider:

- (a) remuneration pursuant to GCC.9: Terms of Payment hereof for services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (b) except in the case of termination pursuant to clauses (a) through (d) of Clause GC 15.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this contract including the cost of the return travel of the personnel and their eligible dependents.

13. Sub-Letting

13.1 The Service Provider shall not sub-let, transfer or assign any part of this contract, without the prior written consent of the Company.

14. Variations

14.1 Depending on the final requirement, at the time of the award of the Contract, the Company may increase or decrease the quantities by twenty five percent (25%) of the indicated quantity against each item without any changes in rates provided in the Contract.

14.2 Any other modification or variation in the scope of the Services may only be made by written agreement between the Parties.

19. Dispute Resolutions

19.1 Amicable Settlement

In case of any dispute of any kind whatsoever arises between Employer and the Consultant in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation.

19.2 However, any dispute which cannot be amicably settled between the parties, shall be referred to adjudication/ arbitration in accordance with the laws of Bhutan.

Section V: Terms of Reference

1. Background:

Druk Holding and Investments (DHI), the commercial arm of the Royal Government of Bhutan, was established in 2007 upon issuance of Royal Charter in 2007 "to hold and manage the existing and future investments of the Royal Government for the long term benefit of the people of Bhutan". DHI, the largest and only government-owned holding company in Bhutan, has shares in 21 different companies operating in the manufacturing, energy, natural resources, financial, communication, aviation, trading and real estate sectors.

DHI is requesting bids from reputable Catering firms, Restaurants and hotels for the purpose of securing a contract agreement with a potential Catering and Meal Service Provider during the events with a business volume of almost 2 million per annum (Board Meetings, AGM, Executive Meetings and any other events).

The specification and requirements of the service and meals sought are outlined in the scope of work.

2. Scope of Work:

DHI wishes to enter into contracts with a service provider to provide catering services during the events:

- i. The preferred service provider/s should provide adequate catering equipment, cutlery and crockery when required.
- ii. The quality of food prepared must adhere to acceptable food industry standards and must be prepared in a clean and hygienic manner in accordance with all health and safety regulations.
- iii. The preferred service providers should be able to respond within 12 hours.
- iv. Service providers must price each category and indicate the price per category in the attached price schedule Form.
- v. Service provider must be able to deliver services within 12 hours of placing the order.
- vi. The menu for all the categories is listed in the attached Price Schedule Form and must be completed by service providers.

3. Skills, Knowledge and Qualifications:

The service provider/s should have the following:

- Experience in the food and beverage industry
- Valid certification from health and food authorities

4. Competency, Expertise and Experience Requirements:

Basic competencies and expertise which may be required include, inter alia: 2(two) years' experience is required and a proof that the service provider has performed similar services.

5. General requirements:

- Bidders must provide all the information requested in the Terms of Reference and instruction to Bidders.
- DHI reserves the right to procure its requirement elsewhere outside the contract should the services be urgently required and not immediately available or in emergency cases.

6. Category of Catering

a. Major Meals

| SN | Type | Menu | Remarks |
|----|-----------|---|-------------------------|
| 1 | Package 1 | Rice, Roti/nan/noodles, 3 non-Veg, 3 Veg, 1 dal/jaju, desert, water | VVIP Visit and meetings |
| 2 | Package 2 | Rice, Roti/nan/noodles, 2 non-Veg, 3 Veg, 1 dal/jaju, desert, water | |
| 3 | Package 3 | Rice, Roti/nan/noodles, 1 non-Veg, 2 Veg, 1 dal/jaju, desert, water | |
| 4 | Package 4 | Rice, 1 Non-Veg, 1 Veg, 1 dal/jaju, water | |

b. Tea and Snacks

| SN | Type | Menu | Remarks |
|----|-----------|---|-------------------------|
| 1 | Package 1 | Tea, Coffee, Green Tea and 3 nonVeg, and 3 Veg Snacks | VVIP Visit and meetings |
| 2 | Package 2 | Tea, Coffee, Green Tea and 1 nonVeg, and 1 Veg Snacks | |
| 3 | Package 3 | Tea, Coffee, Green Tea and 1 Veg/Non-Veg Snack and 1 Cookie/Biscuit | |

8. Duration of the Contract

The duration for the service will be **one year**. However, DHI reserves the right to pre-terminate the contract for the service provider's breach of any of the provisions of the contract or poor services subject to thirty (30) days prior notice.

Proposed rates must be valid for **15 (Fifteen) months** after the date of submission