

INVITATION TO BID (ITB) No. N\_83\_MYA\_20

FRAMEWORK AGREEMENT FOR PROCUREMENT OF CATERING SERVICES TAUNGGYI

Date: 21 January 2020

Dear Sir/Madam,

You are kindly requested to submit your bid, for goods described in this ITB.

Bidders requesting clarification on provisions stipulated in this ITB shall communicate those in writing to [tenders@idlo.int](mailto:tenders@idlo.int) not later than 72 hours prior to the deadline for submission of bids. The requests for clarification should have “Request for clarifications for ITB No. N\_83\_MYA\_20” mentioned in the subject.

By submitting a bid in response to this information, bidders are confirming acceptance of IDLO's General terms and conditions and payment policy of within 30 days after delivery of service on presentation of complete and correct invoice.

This ITB is comprised of:

Instructions to bidders

Terms of Reference/Technical Specifications:

Bid Submission Form:

Price Schedule:

IDLO Special Conditions of Contract:

IDLO General Terms and Conditions for the Procurement of Services:

Supplier Code of Conduct:

Annex A

Annex B

Annex C

Annex D

Annex E

Annex F

**Bids shall be submitted in paper within a sealed envelope to the following IDLO Office location no later than 5<sup>th</sup> February 2020, 17:00 Yangon Myanmar time.**

**IDLO/Rule of Law Centre in Taunggyi, located at No 60D, Yeik Thar Street, Thit Taw Quarter, Taunggyi Shan State;**

## Instructions to Bidders:

Qualification Requirements	<p>Bidders are required to submit the following documents to ascertain their qualification:</p> <ul style="list-style-type: none"><li>(a) Certificate of Registration;</li><li>(b) Valid Tax Compliance Certificate;</li><li>(c) Submit physical address and contact details of office location and be willing to allow IDLO conduct a site inspection of the catering premises if required;</li><li>(d) Annex B and Annex C duly filled, signed and stamped;</li></ul> <p>Failure to submit the required documentation above will result in disqualification from the bidding process.</p>
Determination of Bids Responsiveness	<p>Prior to the detailed evaluation of bids, IDLO shall determine whether each bid:</p> <ul style="list-style-type: none"><li>a) has been properly signed;</li><li>b) is substantially responsive to the requirements.</li></ul>
Bid Errors & correction	<p>Bids determined to be substantially responsive shall be checked by the IDLO for any arithmetic errors. Errors shall be corrected by the IDLO as follows:</p> <ul style="list-style-type: none"><li>a) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and</li><li>b) where there is a 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.</li><li>c) The amount stated in the bid shall be adjusted by IDLO in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder.</li></ul> <p>Bidders may revise their bids up to the closing date and time, revised bids should be clearly marked with "revised bid". No changes to bids will be accepted after the bid has closed, this includes any price revision.</p>
Evaluation Criteria	<p>Evaluation of bids will be done according to:</p> <ol style="list-style-type: none"><li>1. Full submission of pre-qualification documents</li><li>2. Required Annexes duly completed and signed</li><li>3. Price</li></ol>

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Award of Contract	<p>IDLO shall award the Contract(s) to the Bidder(s) whose offer are been determined to be the lowest evaluated bidder(s) substantially responsive to the ITB.</p> <p>IDLO reserves the right to accept or reject any bid and to annul the solicitation process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder or Bidders of the grounds for the IDLO's decision.</p>
Late Bid Submission	Late bids or bids received through another channel than the one mentioned in this ITB will be automatically disqualified.
Partial bids	Partial bids are not permitted.
Validity of bids	90 days from deadline for submission of bids.
Currency of bids	Myanmar kyat
Required attachments to the bid	<p>The bid will consist of:</p> <ul style="list-style-type: none"> <li>- Annexes B and C duly completed</li> <li>- Documents referred to under Qualification Requirements (if required)</li> <li>- Any other supporting documents that bidder considers relevant</li> </ul>

This Invitation to Bid is not construed in any way as an offer and/or commitment to contract with any company.

#### Annex A: Technical Specifications

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IDLO is the only intergovernmental organization exclusively dedicated to promoting the rule of law and access to justice. IDLO enables governments and empowers people to reform laws and strengthen institutions to promote peace, justice, sustainable development and economic opportunity.

The overall objective of procurement in IDLO is the timely acquisition of goods and services in support of IDLO activities in a competitive and transparent manner while ensuring fitness of purpose and the Best Value for Money.

IDLO procurement activities adhere to the principle of fairness, competition and transparency.

This ITB is for Catering Services in Taunggyi, Myanmar.

It is expected to result in Framework Agreement(s) with successful service providers. The Framework Agreement(s) will be signed for a period of up to 12 months.

IDLO will review the quality of services and deliverables after 12 months of provision of services. Subject to satisfactory performance and agreement by both parties, a 12-month extension may be agreed to at the same rates, terms and conditions. The maximum overall duration of the Framework Agreement will not exceed 24 months. The prices will remain unchanged during the period of Framework Agreement(s).

After entering into a framework agreement with service provider(s), bookings shall be placed on a need basis upon confirmation of availability on the required dates/days and a Work Order (WO) shall be issued to confirm the booking within 3 working days of the expected commencement of the services.

At the time of placement of the bookings which shall be made through duly authorized WOs, the exact number/s of persons/participants, services required and corresponding amounts (lifted from the Framework Agreement) shall be indicated. **Bookings are made with specific service providers and may not be transferrable or sub-contracted to other catering service providers.**

- (a) Catering services shall be delivered on call on designated training days as per IDLO request;
- (b) IDLO will request services with a minimum of three (3) days/72 hours advance notice to the service provider;
- (c) The services shall include the provision of dining ware and cutlery (e.g. plates, saucer, cup), and adequate number of personnel deployed on site to serve the food;
- (d) The food shall be properly prepared and cooked in a hygienic manner; and
- (e) The vendor shall arrive to the venue on time, ensuring arrival prior to the times of the break, which will clearly be communicated to the vendor beforehand.
- (f) The vendor shall leave the venue clean as it was before the service took place

Bidders shall indicate precisely their quotations in Taunggyi and specify their rates for providing the following services at the conditions above:

- Lot 1: Catering Service Two Tea breaks and one lunch
- Lot 2: Catering Service Two Tea breaks
- Lot 3: Catering Service One Tea break and one lunch
- Lot 4: Catering Service One lunch only

Prices should include all setup, service and clearing costs including:

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- Catering equipment and utensils: to include cutlery, crockery, linens, glassware, chafing dishes, etc;
- Professional service personnel / food attendants.

The above are the minimum requirements for each category which are to be met or exceeded by responsive bids.

## Annex B: Bid Submission Form

To: IDLO

Dear Sir/Madam,

Having examined the Invitation to Bid (ITB), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver services in conformity with the said Invitation to Bid as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to perform in accordance with the Framework Agreement to be entered into with IDLO for the services enumerated in the price schedule, per the Terms of Reference in Annex A.

We understand that you are not bound to accept any Bid you may receive.

Date:	
Name, Signature & Position:	
Duly authorized to sign the bid for and on behalf of:	

### Other notes:

- Kindly note that the services quoted shall correspond to the TORs given in Annex A above.
- Prices must be inclusive of all applicable taxes.

### Annex C – Price Schedule

The rates and prices include all necessary costs for all labour, materials, tools and utilities, all overhead, profit, taxes and duties, together with all general risks, liabilities, insurance and requirements set out or implied in the Agreement including ANNEX-A, Terms of References.

<b>Service Provider Name</b>	
<b>Service Provider Full Address</b>	

LOT/Categories	Catering service Pricing Per Person (Prices, quoted in MMK, per person, inclusive of all applicable taxes)
Two tea breaks and one lunch	
Two tea breaks	
One tea break and one lunch	
Lunch only	
<b>OTHER:</b> For any related services or costs not included and priced in the above, please clearly specify the applicable LOT, service and cost.	

**NOTE: If more than one menu option is available, please provide list of menu and pricing options with cost as annex.**

Prices should include all setup, service and clearing costs including:

- Catering equipment and utensils: to include cutlery, crockery, linens, glassware, chafing dishes, and floor covering for banquet table area;
- Professional service personnel / food attendants.
- For any service omitted, please indicate, and provide details on the price schedule.
- Cleaning supplies to leave the venue clean as it was before the service took place

**NOTE: All prices must be fully inclusive of all relevant taxes. IDLO will not be responsible for any associated costs not clearly noted and costed above.**

<p><b>Name, position and signature of the Bidder</b></p> <hr/> <p><i>Duly authorised to sign this Bid</i></p> <p><b>Date:</b></p>	<p><b>Bidder's Stamp</b></p>
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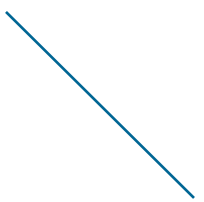
### Annex D - IDLO Special Conditions of Contract

The following Special Conditions of Contract shall supplement and/or amend the IDLO General Terms and Conditions for the Procurement of Goods. Whenever there is a conflict, the provisions of the Special Conditions of Contract shall prevail over those in IDLO General Terms and Conditions for the Procurement of Goods.

Place of delivery	<b>IDLO/Rule of Law Centre Taunggyi</b> <b>No 60D, Yeik Thar Street, Thit Taw Quarter, Taunggyi Shan State;</b>
Delivery date	The Framework Agreement will be signed for a period of up to 12 months. IDLO is not obliged to use the services provided by the Contractor. IDLO will review the quality of services and deliverables after 12 months of provision of services. Subject to satisfactory performance and agreement by both parties the Framework Agreement may be extended for 12 months. The overall duration of the contract will not exceed 24 months. The prices will remain unchanged during the period of contract implementation.
Payment terms	IDLO will process payment within 30 days after satisfactory receipt of all goods/ provision of services and upon receipt of the complete and correct invoice by the service provider.

**Annex E- IDLO General Terms and Conditions for the Procurement of Services**

Any bid submission will imply the unconditional acceptance of IDLO General Terms and Conditions for the Procurement of Services.



## Annex F - IDLO Supplier Code of Conduct

IDLO recognizes the universal and fundamental values enshrined in international instruments in the areas of human rights, labor, environment and anti-corruption.

IDLO expects its Suppliers to respect fundamental social and human rights, and the equal rights of men and women, take responsibility for minimizing the environmental impact of their activities, endorse ethical business practices and reach the following goals:

**1. Supplier Relationships:** The provisions of this Code of Conduct set forth the expectations of all suppliers with whom IDLO does business. IDLO expects that these principles apply to suppliers, parent entities and subsidiary or affiliate entities, as well as all others with whom they do business including employees, subcontractors and other third-parties. IDLO expects suppliers to ensure that the rules and standards of this Code of Conduct are communicated to their employees and subcontractors.

**2. Promoting the Principles of this Code of Conduct:** IDLO expects that its suppliers will establish and maintain appropriate management systems whose scope is related to the content of this Code of Conduct, and that they actively review, monitor and modify their management processes and business operations to ensure they align with the principles set forth in this Code of Conduct. All principles contained in this Code of Conduct are of equal importance independently of their order of appearance.

**3. Subcontracting:** IDLO expects that its suppliers encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct or equivalent set of principles.

### Labor:

**4. Freedom of Association and Collective Bargaining:** IDLO expects its suppliers to recognize and respect the rights of employees to freely associate, organize and bargain collectively in accordance with the laws of the countries in which they are employed, as well as core international principles on Freedom of Association and collective bargaining. IDLO recognizes the importance of open communication and direct engagement between workers and management and suppliers are to respect the rights of workers to associate freely and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference or reprisal.

**5. Forced Labor:** IDLO expects its suppliers to prohibit any use of forced, bonded or indentured labor or involuntary prison labor, and embrace employment practices consistent with international rules on forced labor. All work, including overtime work, will be voluntary and workers should be free to leave upon reasonable notice. Suppliers should also not mandate that workers hand over government-issued identification, passports or work permits as a condition of employment.

**6. Child Labor:** IDLO expects its suppliers, at a minimum, not to engage in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The minimum admission to employment or work shall not be less than the age of completion of compulsory schooling, normally not less than 15 years or 14 where the local law of the country permits, deferring to the greatest age. Additionally, all young workers must be protected from performing any work that is likely to be hazardous or to interfere with the child's education or that may be harmful to the child's health, physical, mental, social, spiritual or moral development. All suppliers should also adhere to legitimate workplace apprenticeship programs and comply with all laws and regulations governing child labor and apprenticeship programs.

**7. Discrimination:** IDLO does not tolerate any form of discrimination in hiring and employment practices on the ground or race, color, religion, gender, sexual orientation, age, physical ability, health condition, political opinion, nationality, social or ethnic origin, union membership or marital status. IDLO also discourages discrimination regarding access to training, promotion, and rewards.

**8. Working Hours:** IDLO expects its suppliers to comply with all applicable working hour requirements as established by local law, and should never exceed 60 hours per week, including overtime, except in emergency or unusual situations. Suppliers must ensure that all overtime work is voluntary and compensated at the prevailing overtime rates. Suppliers are encouraged to ensure that workers are provided with one day off in every seven-day week.

**9. Compensation:** IDLO expects its suppliers to comply, at a minimum, with all wage and hour laws and regulations, including those pertaining to minimum wages, overtime wages, piece rates, other elements of compensation and to provide legally mandated benefits.

#### **Human Rights:**

**10. Human Rights:** IDLO expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.

**11. Harassment, Harsh or Inhumane Treatment:** IDLO expects its suppliers to create and maintain an environment that treats all employees with dignity and respect and will not use any threats of violence, sexual exploitation or abuse, verbal or psychological harassment or abuse. No harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.

**12. Health and Safety:** IDLO expects its suppliers to follow all relevant legislation, regulations and directives in the country in which they operate to ensure a safe and healthy workplace or any other location where production or work is undertaken. At a minimum, suppliers should strive to implement recognized management systems; reasonable access to potable water and sanitary facilities; fire safety; emergency preparedness and response; industrial hygiene; adequate lighting and ventilation; and occupational injury and illness and machine safeguarding. Suppliers will also ensure these same standards apply to any dormitory or canteen facilities.

**13. Mines:** IDLO expects its suppliers to strive not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

#### **Environment:**

**14. Environmental:** IDLO expects its suppliers to comply with existing legislation and regulations regarding the protection of the environment. Suppliers should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.

**15. Chemical and Hazardous Materials:** Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

**16. Wastewater and Solid Waste:** Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.

**17. Air Emissions:** Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge.

**18. Minimize Waste, Maximize Recycling:** Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

#### **Drug trafficking and Terrorism:**

**19. Drug Trafficking:** IDLO expects its suppliers to warrant that neither they, nor any of their employees and subcontractors, are engaged in the manufacture, sale, transportation, or distribution of any drug or narcotic substance deemed to be illegal in either the country of manufacture or delivery of the goods or services to be provided to IDLO.

**20. Terrorism:** IDLO expects its suppliers to warrant that neither they, nor any of their employees and subcontractors, are engaged directly or indirectly in terrorism, or in the finance or support to terrorists. Further, IDLO expects its suppliers to warrant that neither they nor their staff, nor any other recipients of funds from the supply of goods or services to IDLO, are listed in any sanctions list maintained by the United Nations Security Council; the United States Department of the Treasury, Office of Foreign Assets Control; or the European Union. Should the supplier, its staff, or other recipients of funds from the supply of goods or services to IDLO be included in any of the above-listed sanctions lists, the supplier is expected to notify IDLO immediately.

**Bribery & Corruption:**

**21. Corruption:** IDLO expects its suppliers to adhere to the highest standard of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including extortion, fraud, or bribery, at a minimum.

**22. Conflict of Interest:** IDLO suppliers are expected to disclose to IDLO any situation that may appear as a conflict of interest, and disclose to IDLO if any IDLO official or professional under contract with IDLO may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier.

**23. Gifts and Hospitality:** IDLO does not accept any type of gift or any offer of hospitality. IDLO will not accept any invitations to sporting or cultural events, offers of holidays or other recreational trips, transportation, or invitations to lunches or dinners. IDLO expects its suppliers not to offer any benefit such as free goods or services or a work position or sales opportunity to IDLO personnel in order to facilitate the supplier's business with IDLO.

**24. Monitoring and Evaluation:** IDLO may conduct on-site evaluations and inspections of its suppliers' facilities and those of their subcontractors to review their progress towards these principles. It is the expectation of IDLO that suppliers, at a minimum, have established clear goals toward meeting the standards set forth in this Code of Conduct. IDLO may monitor that milestones have been set and management systems have been put in place to ensure that the principles set out in this Code of Conduct have been met and failure to do so may impact the future ability of a supplier to do business with IDLO.