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**DrukGreen**

**BIDDING DOCUMENT FOR ANNUAL RATE CONTRACT  
FOR HIRING OF VEHICLES**

**TENDER NO. CO 0022/2023 DATED JULY 20, 2023**



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## NOTICE INVITING QUOTATION (NIQ)

1. DGPC is pleased to invite bids from the eligible bidders (Registered Bhutanese Vehicle Hiring Agencies) for hiring of following vehicles on an Annual Rate Contract basis as per the scope of works mentioned hereinafter.

Sl. No.	Type of vehicle	Qty	Deployment	Vehicle Model
1	Toyota Prado, 4WD, AC	1	As and when required	2010 or later
2	Toyota Hilux (Double Cabin), 4WB, AC	1	As and when required	2010 or later
3	Toyota Fortuner, 4WD, AC	1	As and when required	2010 or later
4	Toyota Hiace Bus (12 seater), AC	1	As and when required	2010 or later
5	Toyota Coaster Bus (19 seater), AC	1	As and when required	2010 or later
6	Bolero Camper (Double Cabin), 4WD	1	As and when required	2018 or later

2. Detailed scope of work and terms and conditions of services are given in the Bidding Documents, which are available at the address given below as per the following schedule:

NIQ No.	:	CO 0022/2023 dated 20.07.2023
Document availability date & time	:	From 21.07.2023 to 20.08.2023 on all working days
Last date for Bid Submission & time	:	Up to August 21, 2023 at 1500hrs
Bid opening date & time	:	On August 21, 2023 at 1530hrs

3. A complete set of bidding documents shall be downloaded from DGPC website ([www.drukgreen.bt](http://www.drukgreen.bt)) free of cost. Bidders downloading the documents from the website should register themselves by informing to the nodal officer of DGPC immediately after the documents are downloaded or, before the date deadline for submission of the Bid and their intention to submit the Bid.
4. All Bids must be accompanied by Bid Security for an amount of **BTN 5,000.00** [BTN Five Thousand) in the form of Demand Draft /Cash Warrant, issued by any Financial Institutions acceptable and enforceable by Financial Institutions in Bhutan and shall remain valid upto **November 19, 2023** from the date of opening. Bids not accompanied with an acceptable Bid security as specified in Bidding Documents or Bids accompanied with Bid Security of inadequate value and validity shall be rejected by the Company at the time of the opening.



5. You are requested to submit your most competitive offer in line with the instructions given in the Bidding Document in a sealed envelope with the following details:

NIQ No. CO 0022/2023 dated July 20, 2023  
Bid Receipt Date: August 21, 2023 at 1500Hrs  
Bid Opening Date: August 21, 2023 at 1530Hrs  
Brief description of the services: **hiring of Vehicle**  
Bidder's Name .....

6. Offers must be addressed to:

Darjay Wangdi  
Head, Contracts Management and Procurement Division,  
Projects Department (PD)  
Druk Green Power Corporation Limited (DGPC)  
Post Box: 1351, Thori Lam  
Lower Motithang, Thimphu  
Telephone: +975 2 339875  
E-mail: [d.wangdi269@drukgreen.bt](mailto:d.wangdi269@drukgreen.bt)



## SECTION I - INSTRUCTION TO BIDDERS (ITB)

### 1. Site Visit (Not applicable)

The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site to obtain all information that may be necessary for preparing the Bid. The costs of visiting the Site shall be at the Bidder's own expense.

### 2. Clarification on Bidding Document

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 **5 days** 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 the Company's website 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 Bidding **Form 2: Price Schedule Form**

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 of **60 days (i.e upto October 20, 2023) from the date of opening (i.e August 21, 2023)**. 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. Currency of Bid

7.1 The unit rates and prices quoted by the Bidder, other than BTN, shall be in a freely convertible currency.



## 8. Bid Security

- 8.1 The Bidder shall furnish, as part of its bid, bid security denominated in the currency and in the amount of **BTN 5,000.00** (BTN Five Thousand) only valid up to **November 19, 2023**. The Bid Security shall be submitted in the form of cash warrant/demand draft payable to the Company issued by any Financial Institution of Bhutan or any foreign bank acceptable and enforceable by Financial Institution of Bhutan.
- 8.2 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 ITC 17: Signing of Contract.
- 8.3 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.
- 8.4 The bid security of the successful bidder shall be returned immediately after signing of contract/issue of Work Order.

## 9. Signing of Bids

- 9.1 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.

## 10. Submission of Bids

- 10.1 The bidder(s) shall submit one original bid clearly marked **ORIGINAL**. The bid including all documents should be duly filled, signed and sealed in an envelope and addressed to and delivered at the following address:

Darjay Wangdi  
Head, Contracts Management and Procurement Division,  
Projects Department (PD)  
Druk Green Power Corporation Limited (DGPC)  
Post Box: 1351, Thori Lam  
Lower Motithang, Thimphu  
Telephone: +975 2 339875  
E-mail: [d.wangdi269@drukgreen.bt](mailto:d.wangdi269@drukgreen.bt)

- 10.2 The Bidder (s) shall also have the option of submitting the Bid in pdf format with password protection through email at the address given under Clause 10.1 above.

## 11. Opening of Bid

- 11.1 The bid(s) will be opened in the presence of bidders or their representatives who choose to attend during the bid opening. 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.



## 12. Bid Evaluation

- 12.1 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.
- 12.2 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.

## 13. Negotiations

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

## 14. Award Criteria

- 14.1 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.
- 14.2 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.

## 15. Deviation

- 15.1 Bidders shall not be permitted to take any deviation from the terms and conditions as specified in the Bidding Documents. However, any exceptions/deviations to the terms and conditions of the Bid Document should be indicated in the deviation schedule as per the Form 3: Deviation Schedule.

## 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 **BTN.20,000.00 (Ngultrum Twenty Thousand)** only and has to be deposited by the Hiring Agency/service provider at the time of signing the agreement.

18.2 The performance security shall be submitted in any of the following forms:

- a) cash warrant, or
- b) demand draft.

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.

## 19. **Performance Evaluation System**

19.1 The performance of the Service Provider shall be assessed as per the Performance Evaluation System (PES) attached at Section V herewith

19.2 Where the PES is required, depending on the nature of Services, Bidders are required to sign and submit the PES Acceptance Form No.4 along with the bid. In case the bidder does not agree to sign the VPMS Acceptance Form, the bidder shall be liable for rejection.

## 20. **Company's Right**

20.1 The company reserves the right to accept or reject any Bid, and to annual 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 of the grounds for such action of the company.



## SECTION II - BIDDING FORMS

*(Based on the need of the project the bidding forms can be customized/ modified accordingly.)*

### Form – 1: Statement of Compliance

To

[COMPANY's Name and Address]

Dear Sir/Madam,

With reference to our Bid dated.....for ..... of .....*[insert brief scope of work]* .....against NIQ No....., we hereby conform that we have read the provisions of following clauses and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulations of these clauses are acceptable to us and we have not taken any deviation to any of these clauses anywhere in the Bid:

*[List of clauses to be inserted with clause heading and reference number, as applicable]*

- i. Governing Laws (2).
- ii. Retention Money (13).
- iii. Limitation of Liability (14).
- iv. ....
- v. ....

We further confirm that any deviation to the above clauses, found anywhere in our Bid, implicit or explicit, shall stand unconditionally withdrawn without any cost implication whatsoever to COMPANY failing which the Bid security may be forfeited

**Sealed and signed**



**Form – 2: Price Schedule Forms**

Schedule of activities for Services *[The Bidder shall fill in this table, with the exception of the column “Bidder’s Offered Delivery Date”, which is to be filled by the Bidder]*

<b>Sl. No.</b>	<b>Type of vehicle</b>	<b>Qty</b>	<b>UoM</b>	<b>Rate per km (if distance travelled is 100KM or more than 100 KM in a day)</b>	<b>Lump sum Rate per day (if distance travelled is less than 100 km in a day)</b>
1	Toyota Prado, 4WD, AC	1	No.		
2	Toyota Hilux (Double Cabin), 4WD, AC	1	No.		
3	Toyota Fortuner, 4WD, AC	1	No.		
4	Toyota Hiace Bus (12 seater), AC	1	No.		
5	Toyota Coaster Bus (19 seater), AC	1	No.		
6	Bolero Camper (double Cabin), 4WD	1	No.		
7	Halt Charges per day if the vehicle deployed is kept ideal	1	Lump Sum		

**Sealed and Signed**

**Form – 3: Deviation Schedule**

*(Only exceptions/ deviations to be mentioned)*

Section No. (Page No.)	Clause No. Sub-clause No.	Details of deviation	Cost Compensation for Deviation	Remarks

**Sealed and Signed**



**Form – 4: Performance Evaluation System Acceptance Form**

To

[Company's Name and Address]

Dear Sir/Madam,

With reference to our Bid dated.....for service of .....*[insert brief scope of supply]*  
.....against

NIT No....., we hereby conform that we have read the provisions in clause 19 regarding the VPMS and we hereby agree to abide by the provisions in the VPMS or do affirm as follows:

1. If our bid is accepted, we agree to be assessed as per the VPMS methodology adopted by Company.
2. We accept the rating of VPMS depending on our performance and any action hereof.
3. We shall be liable for any breach of this undertaking and non- compliance to the provisions of VPMS.

**Sealed and signed**



## SECTION III - 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. Non-consultancy 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 or registered vehicle hiring agency holding valid license, 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 this bid document and the Delivery and completion requirements.

#### 3.2 Maintenance of vehicle

3.2.1 The service provider is to ensure that the vehicle is kept in good condition all the time. The vehicle should have all the required documents (Registration certificate, road worthiness, insurance, emission test certificate etc.) up-to date during the time of service.

#### 3.3 Driver

3.3.1 The drivers shall have valid driving license for at least two years. They should be well-behaved, fit for duty and must abstain from consuming alcohol, especially during the duty hours. The drivers have to be willingness to perform duties even on public holidays including Sundays, depending on the urgency of work. For this, no extra payment will be given by company.



3.3.2 Payment of salary and other benefits for the drivers shall be the responsibility of the service provider. Company will not provide any accommodation whether temporary or permanent, or pay house rent to the drivers.

3.3.3 Any fine/penalty, if imposed due to default on the part of the driver will have to be borne by the hiring agency of the vehicle.

#### 3.4 **POL and Repair & Maintenance**

3.4.1 All expenses on POL's including repair and maintenance are to be borne by the hiring agency of the vehicle. And similarly, the cost of tyres/tubes, new fittings, spare parts, etc, are to be borne during the time of vehicle on duty by the service provider.

#### 3.5 **Breakdown**

3.5.1 In the events of sudden breakdown, the service provider should arrange for alternative vehicle within 24 hours failing which a recovery of Nu.1,000/-per day will be levied from the current bill. If the vehicle is not made available within 14 days, the contract of hiring of the vehicle will stand cancelled.

#### 4. **Notice of vehicle requirement**

4.1 Whenever there is a requirement of a vehicle the company will give three days' notice in advance. After receiving the notice the Hiring Agency/service provider should immediately make the vehicle available within three days. Failing which company can hire from another agent and the rate difference has to be paid by the chosen Hiring Agent.

#### 5. **Location**

5.1 The Hiring Agency should make the vehicle available at the DGPC, Corporate Office, Thimphu.

#### 6. **Company's Responsibilities**

6.1 The company shall provide all the Services in accordance with this document and the Delivery and completion requirements.

#### 7. **Quality of Work**

7.1 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.

7.2 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.

#### 8. **Inspection and Tests**

8.1 No inspection and test will be carried out, unless during the delivery of services, if it is found that the requirements and the deliverables of the contract, in terms of performances and time is not delivered, the Company may terminate the contract subsequent to clause GCC 16: Termination.



## 9. Insurance and other taxes

- 9.1 The Insurance premium, annual income tax, rental, road tax etc, are to be borne by the Hiring Agency. The vehicle should have insurance coverage and DGPC will not be responsible for any damage or loss due to accidents during the deployment of the vehicle.
- 9.2 Any fine/penalty, if imposed for default in such payment shall be paid by the Hiring Agency of the vehicle.

## 10. Contract Price

- 10.1 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.
- 10.2 The hire charges of the vehicles shall be paid as and when used based on the following:
- a) The Bidders shall quote the rate in **Nu. Per Km** for mileage for the actual running of the vehicle if the vehicle travels **100 KM or more than 100 KM in a day**.
- b) The Bidder shall also quote the applicable **lump sum rate** if the vehicle travels **less than 100 KM in a day**.

## 11. Terms of Payment

- 11.1 The Contract Price, including any advance payments, if applicable.
- 11.2 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.
- 11.3 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.
- 11.4 Payment of Hired charges will be released through Account Payee Cheque/e-payment as and when the bill is raised. The vehicle should have a log book. It is the duty of the driver to keep daily records of the movement and mileage coverage of their vehicle and get it properly signed by the Officer (s) using the vehicle.

## 12. Tax Deducted at Source

- 12.1 At the time of release of payment, five (5%) percent TDS shall be deducted from the gross amount of bills. The Company shall furnish necessary TDS Certificate to the Bidders.
- 12.2 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.





### 13. Performance Security

- 13.1 The Performance Security shall be valid until the successful completion of the obligations under the Contract, including warranty obligations, if any.
- 13.2 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.

### 14. Liability

- 14.1 The company shall not be liable for any payment for loss or damage due to accident/incidents of the vehicle under any circumstances.

### 15. Force Majeure

- 15.1 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.
- 15.2 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.
- 15.3 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.

### 16. Termination

#### 16.1 Termination for Default

- 16.2 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.
- e. 30 days' notice from the either party will be required for withdrawing the vehicle at any stage. Failing to serve such notice shall result in forfeiture of Performance Security Deposit.

16.2.1 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.

### 16.3 **Termination by Service Provider**

16.3.1 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,

16.3.2 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.

16.3.3 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.

### 16.4 **Termination by Force Majeure**

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

16.4.2 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.

## 17. Payment upon termination

17.1 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.11: Terms of Payment hereof for services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GCC.11 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 16.1 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.

## 18. Time for completion

18.1.1 The work shall be awarded for One year (**Annual Rate Contract**) from the date of Signing of Contract/Issuance of Service Order, as the case maybe.

18.1.2 Time is the essence of this contract and no variation shall be permitted in the delivery time/delivery schedule mentioned in the Contract/Service Order.

## 19. Sub- Letting

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

## 20. Variations

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

## 21. Dispute Resolutions

### 21.1 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.

21.2 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 IV - TERMS OF REFERENCE (TOR)**

### **1. Scope of Services**

Druk Green Power Corporation Limited (DGPC) hereafter referred to as the “DGPC” intends to hire private vehicles for carrying out duties of its officials for the implementation of the Hydropower Projects’ activities across the country, and sign an Annual Vehicle Rental Service with a national Vehicle Rental Company holding a valid business license, to be deployed, as and when required.

The detailed scope of service is as defined under Form -2: Price Schedule Form of the bidding document.

For the purpose of this ToR, the rental company shall be referred to as, ‘Lessor’.

### **2. Vehicles**

The vehicles shall be 4-wheel drive, air conditioned, well maintained and excellent condition of types and model as stipulated in the Form-2: Price Schedule Form except otherwise mentioned therein.

### **3. Rental Charge**

The Lessor shall quote vehicle rental charges for a period of one (1) year as per Form -2: Price Schedule Form of the bidding document. The rental charge shall also include the salary, food and lodge of drivers as well as costs toward fuel, oil, lubricants, repair and maintenance, toll fees, insurance and applicable taxes.

### **4. Notification**

The Employer shall notify the Lessor three (3) days in advance of the requirements of vehicles

### **5. Contract Duration**

The Contract duration will be for a period 12 months from the date of issue of Notification of Award. The Employer shall have the right to extend contract period or not to extend the duration of the contract.

### **6. Deployment of Vehicles**

The hired vehicle shall be deployed and shall be on duty of the DGPC on 24 hours basis even on public holiday including Sundays, depending on the urgency of the works. The vehicle shall be able to ply in all routes in Bhutan and the adjoining states of India.

### **7. Responsibilities of the Lessor:**

7.1 The Lessor shall:

- 7.1.1 Ensure that the vehicle deployed is of excellent condition at all the time and comply with all statutory requirements for plying the vehicle on hire basis on roads as per the rules of Kingdom of Bhutan. The vehicle should have all the required documents



(Registration certificate, road worthiness, insurance, emission test certificate etc.) up-to date during the time of service.

- 7.1.2 The speedometer of the vehicle will be jointly read and recorded in the log book before the start of the journey.
- 7.1.3 Every vehicle should have a log book. It is the duty of the driver to keep daily records of the movement and mileage coverage of their vehicles and get it properly signed by the focal official using the vehicle which should be completed every day.
- 7.1.4 All the original documents of the Vehicle shall be valid and kept along with the vehicle to be produced, if required by the relevant authority.
- 7.1.5 The vehicle shall be equipped with necessary safety items, including seat-belt restraints, spare tire, mechanical jack and basic hand tools.
- 7.1.6 Bear all applicable taxes and duties of the vehicle including parking fees, toll fees, etc. levied while on duty.
- 7.1.7 All expenses on POL's including repair and maintenance are to be borne by the Lessor of the vehicle. And similarly, the cost of tyres/tubes, new fittings, spare parts, etc. are to be borne during the time of vehicle on duty.
- 7.1.8 In the event of sudden breakdown of the vehicle while on duty, the Lessor should arrange for alternative vehicle within 24 hours failing which a recovery of Nu.1,000/-per day will be levied and recovered from the running bill. If the equivalent category of vehicle is not made available within 14 days, the contract of hiring of the vehicle will stand cancelled.
- 7.1.9 The driver shall have experience of driving vehicle at least 5 years with a valid driving license and PD license for Bus driver. He/she should be well-behaved, fit for duty and must abstain from consuming alcohol, especially during the duty hours. The drivers have willingness to perform duties even on public holidays including Sundays, depending on the urgency of work. For this, no extra payment will be given by company.
- 7.1.10 Payment of salary and other benefits for the drivers shall be the responsibility of the Lessor. DGPC will not provide any food and lodge during the deployment period to driver.
- 7.1.11 Any fine/penalty, if imposed due to default on the part of the driver will have to be borne by the Lessor of the vehicle.
- 7.1.12 Accident (if any) is to be reported to the Police within 24 hours if damage has occurred or a person has been injured. In the case of an accident, all claims, repairs, etc. shall be borne by the Lessor.
- 7.1.13 Responsible for compensation payable arising out of the accident or payment to third party, if involved. No compensation whatsoever for damage to the vehicle, death or injury to the driver, or any other account will be made by DGPC caused by accident/damage to vehicle.



- 7.1.14 Whenever there is a requirement of a vehicle the company will give three days' notice in advance. After receiving the notice, the Lessor should immediately make the vehicle available within three days. Failing which DGPC can hire from another agent and the rate difference has to be borne by the Lessor.
- 7.1.15 The Lessor should make the vehicle available at the DGPC, Corporate Office, Thimphu, when required.
- 7.1.16 Invoice the DGPC for the rental charges of the previous month during the first week of the next month, the invoice must be duly certified by the focal official of DGPC.
- 7.1.17 Tax deduction at sources shall be @ 5% of every bill amount.

## **8. Responsibilities of DGPC:**

### 8.1 DGPC shall:

- 8.1.1 Notify requirement to deploy vehicles three (3) days in advance along with travel itineraries.
- 8.1.2 Provide a name of the focal official authorized to use the vehicles.
- 8.1.3 Process the payment for the providing the rental service after the submission of bills along with the photocopy of vehicle log book maintained and duly signed by the concerned driver and the focal official of DGPC.



## SECTION V – PERFORMANCE EVALUATION SYSTEM

### 1. Introduction

A consultant performance evaluation is a standardized, systematic and objective assessment of a consultant's performance on a specific project contract. This enables the Company to judge whether the consultant has performed the work to a high standard on a number of fronts, and whether it is worth engaging them for future projects.

The performance evaluation criteria shall be used by each Project Manager immediately with the commissioning of any services after the award of contract. The consultants shall be evaluated as the project progresses.

### 2. Objectives

The main objectives of the performance evaluation of Consultants for services are as follows:

- To adopt a more holistic approach in reviewing overall performance of Consultant;
- To work with Consultant to raise safety and quality standards;
- To encourage an environment of continuous improvement by Consultant;
- To build partnership with Consultant in specific and strategic areas; and
- To have a list of preferred Consultant to be selected for limited bidding process

### 3. Performance Evaluation System (PES)

The assessment of the Consultants shall be done as follows:

SN	Performance Criteria	Weightage
3.1	Scope Management	15%
3.2	Time Management	20%
3.3	Quality Management	30%
3.4	General Assessment	35%
<b>Total</b>		<b>100%</b>

#### 3.1 Scope Management (15%)

SN	Evaluation Criteria	Score	Key performance measure	Remarks
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SN	Evaluation Criteria	Score	Key performance measure	Remarks
3.1.1	Commencement	5%	<ul style="list-style-type: none"> <li>✓ Early= 120%</li> <li>✓ On time=100%</li> <li>✓ Late=0%</li> </ul>	As per the contract
3.1.2	Work Schedule	5%	On time =100% or else 0%	As per contract agreement
3.1.3	Resource deployment	5%	Full deployment = 100% or else 0%	As per contract agreement

### 3.2 Time Management (20%)

SN	Evaluation Criteria	Score	Key performance measurement	Remarks
3.2.1	Meeting Milestones/ Deliverables	5%	<ul style="list-style-type: none"> <li>✓ On time = 100%</li> <li>✓ Delay up to 20% = 80%</li> <li>✓ Beyond 20% = 0%</li> </ul>	To be measured as per the work schedule submitted.
3.2.2	Submission of revised work schedules	5%	Timely= 100% or else 0%	To be measured based on the written request made by the Project Manager
3.2.3	Timely response to Client's instruction	5%	<ul style="list-style-type: none"> <li>✓ 100% response = 100%.</li> <li>✓ 80% response = 80%.</li> <li>✓ Less than 80% response = 0%</li> </ul>	Calculation will be based on the number of requests made by the Project Manager/Project Engineer.
3.2.4	Problem identification and problem solving	5%	Timely intimation = 100 % or 0%	Timely intimation resulting in resolving of problems during the contract period.

### 3.3 Quality Management (30%)





SN	Evaluation Criteria	Score	Key performance measurement	Remarks
3.3.1	Compliance to TOR	10%	<ul style="list-style-type: none"> <li>✓ Strict adherence =100%</li> <li>✓ With minor deviations= 80%</li> <li>✓ Frequent non-compliance= 0%</li> </ul>	<ul style="list-style-type: none"> <li>✓ Minor deviations would mean deviations which does not lead to major issues to the project.</li> <li>✓ Frequent non-compliance would mean non-compliance leading to delays.</li> </ul>
3.3.2	Response to Non-Compliance, Complaints and Notices	10%	<ul style="list-style-type: none"> <li>✓ 100% response = 100%.</li> <li>✓ 80% response = 80%.</li> <li>✓ Less than 80% response = 0%</li> </ul>	Calculation will be based on the number of requests made by the Project Manager.
3.3.3	Innovation and alternate option/design solution during the course of work.	5%	<ul style="list-style-type: none"> <li>✓ Yes = 100%</li> <li>✓ No=0%</li> </ul>	
3.3.4	Overall quality of the design, reports and presentation	10%	<ul style="list-style-type: none"> <li>✓ Excellent = 100%</li> <li>✓ Good with comments =50%</li> <li>✓ Poor or rejected = 0%</li> </ul>	

### 3.4 General Assessment (35%)

SN	Evaluation Criteria	Score	Key performance measurement	Remarks
3.4.1	Cooperation and Coordination with Employer	4%	<ul style="list-style-type: none"> <li>✓ Excellent = 100%</li> <li>✓ Good = 50%</li> <li>✓ Poor = 0%</li> </ul>	To be rated on the promptness of the Contractor on resolution of any issue and on following the guidelines set in the Contract Document. Also, on the communication, returning of phone calls or replying of emails.
3.4.2	Personnel Resource Management	5%	Availability of proposed professional = 100% or else 0%	As per the staffing schedule submitted and agreed between both the parties.



SN	Evaluation Criteria	Score	Key performance measurement	Remarks
3.4.3	Technical Competence	10%	<ul style="list-style-type: none"> <li>✓ Excellent (resolves issues by themselves) = 100%</li> <li>✓ Good (with discussion with Client) = 50%</li> <li>✓ Poor (solutions given by the Client) = 0%</li> </ul>	The ability of the consultant to resolve an issue and notifying the Client on the same.
3.4.4	Integrity and Ethical Conduct	4%	Zero written complaints = 100% or else 0%	
3.4.5	Accurate communication	4%	<ul style="list-style-type: none"> <li>✓ Excellent=100%</li> <li>✓ Good= 80%</li> <li>✓ Poor = 0%</li> </ul>	An excellent communication would mean returning calls and emails before the day ends.
3.4.6	Trainings and back up services	4%	Survey to be conducted = 100% or else 0%	
3.4.7	Problem Resolution	4%	<ul style="list-style-type: none"> <li>✓ Excellent= 100%</li> <li>✓ Good (needs to be prompted twice) = 50%</li> <li>✓ Poor (always needs to prompted) =0</li> </ul>	An excellent Consultant would mean being proactive and providing problem resolution without the need of being prompted.

#### 4. Consultant Assessment Category

The Consultants shall be categorized into three categories as under:

Category	Score	Remarks
A	80-100	Recommended/Preferred Consultants
B	50-79	<ul style="list-style-type: none"> <li>✓ Consultants must be developed;</li> <li>✓ Consider, but with mandatory debriefing on the short comings.</li> </ul>
C	0-49	Consultants not qualified

#### 5. Evaluation Period and Debarment

##### 5.1 Evaluation period

The Performance evaluation shall be carried out after the award of any service till its closure.



## 5.2 Debarment of Consultants

Based on the assessment of consultants at the closure of each project, all non-performing Consultants shall be referred to the Debarment Committee as per the Debarment Rules 2019 of RGoB. The non-performing Consultants falling under category B and C shall be subjected to referral to the Debarment Committee and the decision of the Committee shall be final and binding.

