

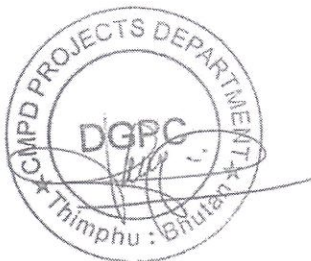
DRUK GREEN POWER CORPORATION LIMITED



BIDDING DOCUMENT FOR TOPOGRAPHICAL SURVEY AND MAPPING FOR GAMRI II HYDROOWER PROJECT, TRASHIGANG

Tender No. CO0011/2024

Dated March 28, 2024



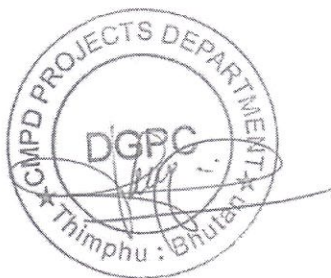
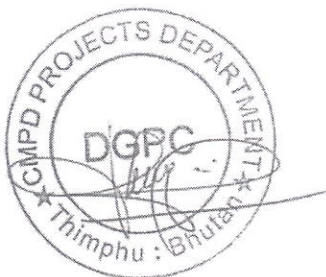


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Bidding Document for Topographical Survey & Mapping of Gamri II HPP

NOTICE INVITING QUOTATION (NIQ)

1. Druk Green Power Corporation Limited (DGPC), is pleased to invite bids from the eligible bidders for Topographical Survey and Mapping for Gamri II Hydropower Project as per the scope of service mentioned hereinafter.
2. Detailed specifications, scope of service 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.	:	CO0011/2024 dated March 28, 2024
Last date for Bid receipt & time	:	Up to April 19, 2024 by 1500 hrs (BST)
Bid opening date & time	:	On April 19, 2024 at 15.30 hrs at Corporate Office, DGPC, Thimphu

3. All Bids must be accompanied by Bid Security for an amount of **BTN 65,000.00 (Bhutanese Ngultrum Sixty Five Thousand)** in the form of Demand Draft /Cash Warrant / Bank Guarantee, issued by any Financial Institutions acceptable and enforceable by Financial Institutions in Bhutan and shall remain valid till **August 16, 2024**. 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 Employer at the time of the opening.
4. 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. CO0011/2024 dated March 28, 2024

Bid Receipt date: April 19, 2024 at 1500 hrs

Brief description of the services: Topographical Survey and Mapping of Gamri II HPP

Bidder's Name _____

5. Offers must be addressed to:

Head, Contracts Management and Procurement Division,
Projects Department,
Druk Green Power Corporation Limited,
Thori Lam, Post Box No. 1351, Thimphu, Bhutan
Tel: +975 2 339875
Email id: d.wangdi269@drukgreen.bt

6. **Contact Personnel:**

Interested bidders may contact the following person (Nodal officer) for any clarification:

Name: Phub Zam

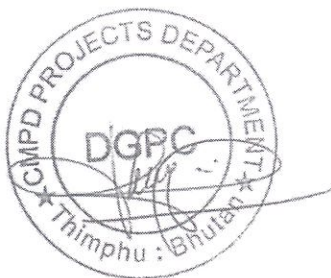
Designation: Executive Engineer

Phone No. +975 2 339875,

E-mail: p.zam2162@drukgreen.bt

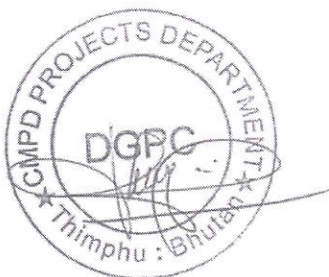


SECTION I - INSTRUCTION TO BIDDERS (ITB)



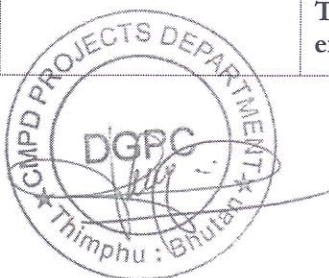
Bidding Document for Topographical Survey & Mapping of Gamri II HPP

A: General	
1. Scope of Service	<p>1.1 The Employer as defined in the Notice Inviting Quotation (NIQ) issues this Bidding Documents for the procurement of Service.</p> <p>1.2 The successful Bidder shall be required to complete the Service within 60 (sixty) days from the effective date of issuance of Notification of Award/ Letter of Award</p>
2. Site Visit	1.3 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.
B: Bidding Documents	
3. Clarification on Bidding Documents	3.1 The Bidder shall examine the Bidding Documents thoroughly and request clarification promptly. Any clarification on Bidding Documents may be notified to the Employer in writing, not later than the 5 (five) days from the last date of submission of the bid.
4. Amendment of Bidding Documents	<p>4.1 At any time prior to the deadline for submission of bids, the Employer 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 issuance of an Addendum.</p> <p>4.2 The Addendum, if any shall be available for downloading from the Employer's website by prospective Bidders. The Employer 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.</p>
C: Preparation of Bids	
5. One Bid per Bidder	5.1 A Bidder shall submit only one Bid. A Bidder who submits or participates in more than one Bid shall be disqualified.



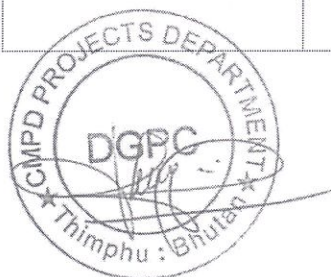
Bidding Document for Topographical Survey & Mapping of Gamri II HPP

<p>6. Documents Comprising the Bid</p>	<p>6.1 The Bid submitted by the Bidders shall comprise the following:</p> <ul style="list-style-type: none"> (a) Copy of valid Trade license, (b) Copy of latest Tax Clearance Certificate, (c) Certification of Incorporation (if applicable), (d) Power of Attorney if the signatory to the Bid is other than the licensed holder/ Chief Executive Officer, (e) Bidding Forms (in the format indicated in Section II) and (f) Bid Security in accordance with ITB 12.1. <p>Note:</p> <p>In addition to the above documents, the following Qualifying Requirement has to be met by the Bidders:</p> <p>(A) Technical</p> <ul style="list-style-type: none"> (i) Experience of having successfully completed at least 1 (one) similar work during the last five (5) years – The Bidder shall submit copy of the completion certificate (ii) The minimum equipment to be made available for the Contract by the Bidder shall be: <table border="1" data-bbox="502 974 1404 1176"> <thead> <tr> <th>Sl. No</th> <th>Equipment</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td align="center">1</td> <td>GPS (GNSS)</td> <td align="center">2 set</td> </tr> <tr> <td align="center">2</td> <td>Total Station</td> <td align="center">4</td> </tr> <tr> <td align="center">3</td> <td>Photogrammetric work station and software</td> <td align="center">1</td> </tr> </tbody> </table> <p>The bidder shall submit proof of ownership/purchased invoice for the above equipment. In case of hiring, the bidder shall submit the hiring agreement. The key equipment shall not be older than 15 years from the date of invoice/date of registration.</p> <ul style="list-style-type: none"> (iii) The minimum skilled and experienced manpower required for timely and quality execution of the work shall be: <table border="1" data-bbox="502 1422 1404 1803"> <thead> <tr> <th>Sl. No</th> <th>Personnel</th> <th>Number</th> <th>Qualification and Experience</th> </tr> </thead> <tbody> <tr> <td align="center">1</td> <td>Survey Engineer</td> <td align="center">2</td> <td>Minimum field experience of 5 years and with experience in GIS, Remote Sensing, Photogrammetry and the use of GNSS and all other surveying instruments.</td> </tr> <tr> <td align="center">2</td> <td>Surveyor</td> <td align="center">2</td> <td>Minimum experience of 5 years with experience of use of GNSS, and Total station</td> </tr> </tbody> </table> <p>The Bidder shall submit qualification certificate and CVs/proof of experience of similar works for the above personnel.</p>	Sl. No	Equipment	Number	1	GPS (GNSS)	2 set	2	Total Station	4	3	Photogrammetric work station and software	1	Sl. No	Personnel	Number	Qualification and Experience	1	Survey Engineer	2	Minimum field experience of 5 years and with experience in GIS, Remote Sensing, Photogrammetry and the use of GNSS and all other surveying instruments.	2	Surveyor	2	Minimum experience of 5 years with experience of use of GNSS, and Total station
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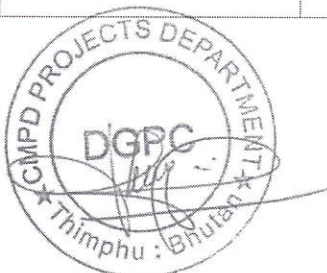
Bidding Document for Topographical Survey & Mapping of Gamri II HPP

7.	Deviation	7.1	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 along with the Bid.
8.	Bid Price and Discounts	8.1	Prices and discounts shall be quoted in accordance with Bidding Form 2: Price Schedule Form.
		8.2	Price quoted by the successful Bidder must remain firm during the entire period of performance of the Contract and is not subject to variation.
9.	Currency of Bid	9.1	The unit rates and prices quoted by the Bidder, other than BTN , shall be in a freely convertible currency.
10.	Bidding Forms	10.1	The bidding Forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with information requested.
11.	Period of Validity of Bids	11.1	Bids shall remain valid for a period up to July 17, 2024 . A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
		11.2	As required, the Employer 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.
12.	Bid Security	12.1	The Bidder shall furnish, as part of its bid, bid security denominated in the currency and in the amount of BTN 65,000.00 (Bhutanese Ngultrum Sixty-Five Thousand) valid up August 16, 2024 . The Bid Security shall be submitted in the form of an irrevocable bank guarantee/cash warrant/demand draft payable to the Employer issued by any Financial Institution of Bhutan or any Foreign bank acceptable and enforceable by Financial Institution of Bhutan.
		12.2	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 28.1: Signing of Contract.
		12.3	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.
		12.4	The bid security of the successful bidder shall be returned immediately after signing of contract/ issuance of work order.



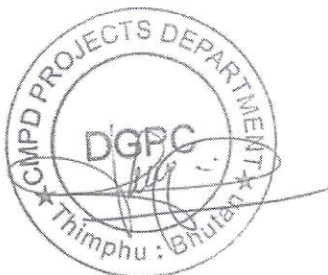
Bidding Document for Topographical Survey & Mapping of Gamri II HPP

13. Signing of Bids	13.1 Bids 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.
D: Submission of Bids	
14. Submission of Bids	<p>14.1 The bidder(s) shall submit one original bid clearly marked ORIGINAL. In addition, the bidder(s) should also submit one copy marked as COPY. The bid including all documents should be duly filled, signed and sealed in an envelope and addressed to and delivered at the following address:</p> <p align="center">Head Contracts Management and Procurement Division Projects Department Druk Green Power Corporation Limited, Post Box No. 1351, Thori Lam, Thimphu, Bhutan Telephone: +975 2 339875 E-mail: d.wangdi269@drukgreen.bt</p> <p>14.2 The submission of Bid(s) by electronic means are not acceptable.</p>
15. Bid Submission Deadline	<p>15.1 Bids must be hand delivered, posted by registered mail or sent by courier.</p> <p>15.2 Bids must be received by the Employer at the address specified above no later than the time and date specified hereunder:</p> <p align="center">Date: April 19, 2024</p> <p align="center">Time: 1500 Hrs</p> <p>15.3 The Employer may, at its discretion, extend the deadline for the submissions of Bids or opening of Bids by issuing an addendum, in which case all rights and obligations of the Employer and Bidder previously subject to the original deadline shall then be subject to the new deadline as extended.</p>
16. Late Bids	16.1 Late Bids shall not be considered and shall be returned unopened.
17. Modification of Bids	17.1 No bid can be modified subsequent to the deadline for submission of bids.
E: Bid Opening and Evaluation	



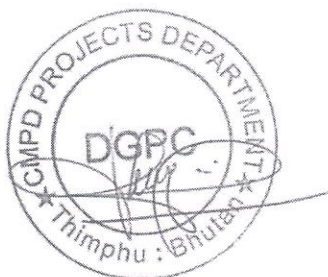
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<p>18. Opening of Bid</p>	<p>18.1 The bid(s) will be opened on the same day of the bid submission deadline in the presence of bidders or their representatives who choose to attend at April 19, 2024 at 15.30 hrs at Corporate Office, DGPC, Thimphu. In 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.</p>
<p>19. Bid Evaluation</p>	<p>19.1 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 Employer will determine for each bids the evaluated price by adjusting the priced bid by making any correction for any arithmetical errors as follows:</p> <ul style="list-style-type: none"> i. where there is a discrepancy between amounts in figures and in words against the unit rate or amount, expression of amount in words will prevail 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 prevail subject to sub clause 19.1i. above unless in the opinion of the Employer there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line-item total as quoted shall govern, and the unit rate shall be corrected. <p>19.2 To assist in the evaluation, comparison of the Bids, the Employer 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 Employer shall not be considered</p> <p>19.3 No change in the prices or substance of the Bid shall be sought, offered or permitted, except to confirm the correction of the arithmetic errors discovered by the Employer in the evaluation of Bids.</p>



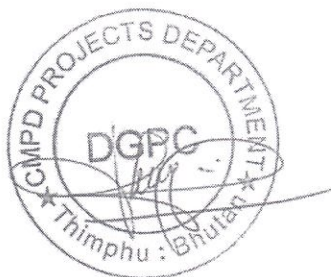
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<p>20. Abnormally Low Bids</p>	<p>21.1 An abnormally low Bid is one where the bid price, in combination with other constituent elements of the bid, appears unreasonably low to the extent that the Bid prices raise material concerns as to the capability of the Bidder to perform the Contract for the offered bid price. Before proceeding to further analysis, the Employer shall revisit their estimate to ensure its realistic rates compared to the prevailing market rates.</p> <p>21.2 Abnormally low bids shall be scrutinized by seeking written clarifications from the Bidder, including detailed price analyses of its bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities, and any other requirements of Bidding Documents.</p> <p>21.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder failed to demonstrate its capability to perform the Contract for the offered bid price, the Employer shall reject the Bid.</p> <p>21.4 If the Employer decides to accept the abnormally low Bid (below 20% of the estimated value) after considering the detailed price analysis, the Employer shall increase the performance security to protect itself against any financial loss in the event the successful Bidder is not able to perform the Contract. The Employer shall ask the successful Bidder to deposit additional performance security, equivalent to the difference between the estimated and quoted price, in the form of cash warrant or unconditional bank guarantee in addition to 10% performance security to a maximum of 10% (ten percent) of the quoted price. Additional performance security shall be retained till the completion of the Work.</p>
<p>21. Seriously unbalanced Bids or Front Loaded</p>	<p>22.1 If the Bid that is evaluated as the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced or front loaded the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the bid prices with the scope of services, proposed methodology, schedule and any other requirements of the Bidding Documents.</p> <p>22.2 After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:</p> <ul style="list-style-type: none"> a) accept the Bid and increase the performance security and ask the Bidder to deposit additional performance security, equivalent to the difference between the estimated and quoted price, in the form of cash warrant or unconditional bank guarantee in addition 10% performance security. However, the additional performance security shall not exceed 10% (ten percent) of the quoted price; or b) reject the Bid.



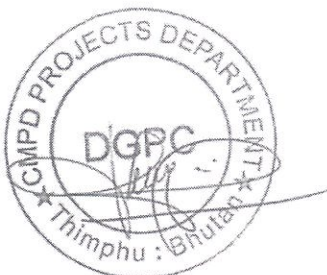
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22. Negotiations	<p>22.1 Negotiations may be carried out with the lowest evaluated bidder at a suitable time and date, DGPC, Thimphu. In case of failure during negotiation with the lowest evaluated bidder, the Employer shall proceed for negotiation with the next-ranked Bidder.</p> <p>22.2 The minutes of the negotiations, signed by the Employer and the Bidder, shall form part of the Contract Agreement.</p>
23. Award Criteria	<p>23.1 The Employer 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.</p> <p>23.2 However, the Employer 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 Employer.</p>
24. Notification of Award	24.1 Prior to expiry of the period of bid validity or extended validity, Employer will issue Notification of Award (NOA) to the successful Bidder(s). Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
25. Performance Security	<p>25.1 The successful Bidder shall have to submit the performance security equivalent to ten percent (10%) of the contract price.</p> <p>25.2 The performance security shall be submitted in any of the following forms:</p> <ul style="list-style-type: none"> a) irrevocable bank guarantee, b) cash warrant, or c) demand draft. <p>25.3 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.</p>
26. Signing of Contract	26.1 Within the time period specified in the NoA, the successful Bidder shall sign the contract with date or a Service Order shall be issued by the Employer upon submission of Performance Security as per ITB 25.



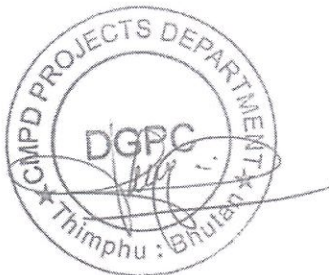
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<p>27. Performance Evaluation System</p>	<p>27.1 The performance of the Service Provider shall be assessed as per the Performance Evaluation System (PES) attached as Form - 4.</p> <p>27.2 Where the PES is required, depending on the nature of Services, Bidders are required to sign and submit the PES Acceptance Form along with the bid. In case the bidder does not agree to sign the VPMS Acceptance Form, the Bid shall be liable for rejection</p>
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SECTION II - BIDDING FORMS

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



Bidding Document for Topographical Survey & Mapping of Gamri II HPP

Form – 1: Statement of Compliance

To
[EMPLOYER's Name and Address]
Dear Sir/Madam,

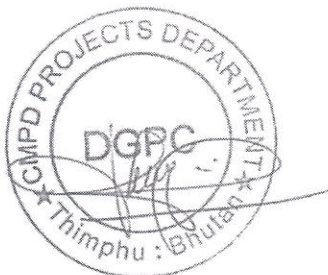
With reference to our Bid dated.....for of*[insert brief scope of work]*against NIQ No....., we hereby conform that we have read the provisions of following clauses and further confirm that notwithstanding anything stated elsewhere to the contrary, the stipulations of these clauses are acceptable to 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 (GCC 1.2.11.2).
- ii. Defect Liability (GCC 3.6).
- iii. Limitation of Liability (GCC 1.3)
- 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 Employer failing which the Bid security may be forfeited

Sealed and signed



Form - 2: Price Schedule Form

SN	Description of Activities	UoM	Qty	Rate (BTN)	Amount (BTN)
1	Control Survey & Establishment of Permanent Control Points (Dimension: 30 cm x 30 cm x 50 cm)	Nos	3		
2	Topographical Survey and Mapping of whole project layout using high resolution satellite image (Scale: 1:5,000 CI: 5 m)	Km ²	12.53		
3	Topographical survey and mapping of Dam Area (including reservoir area) (Scale: 1:1,000 CI:1 m)	Km ²	0.0205		
4	Topographical survey and mapping of power house, surge shaft, TRT and adit portals (Scale 1:1,000CI: 1 m)	Km ²	0.45		
5	River Cross-sections (Horizontal 1:10000, Vertical 1:100)	Nos	54		
6	Longitudinal Profile (Horizontal 1:10000, Vertical 1:100)	Nos	52		
Total Amount (BTN)- In figures					
Total Amount (BTN) – In words					

Scaled and Signed



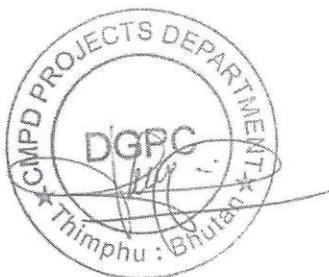
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Form – 3: Deviation Schedule

(Only exceptions/ deviations to be mentioned)

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

Scaled and Signed



Form – 4: Performance Evaluation System Acceptance Form

To

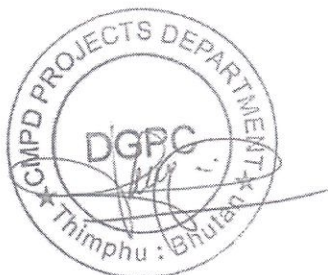
[Employer's Name and Address]

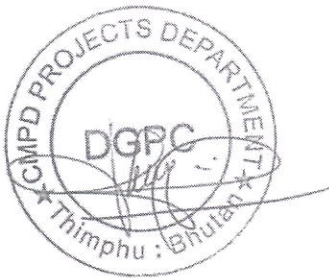
Dear Sir/Madam,

With reference to our Bid dated.....for supply 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:

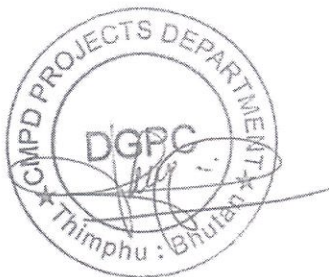
1. If our bid is accepted, we agree to be assessed as per the VPMS methodology adopted by Employer.
2. We accept the rating of VPMS depending on our performance and any action hereof.
3. We shall be liable for any breach of this undertaking and non- compliance to the provisions of VPMS.

Sealed and signed



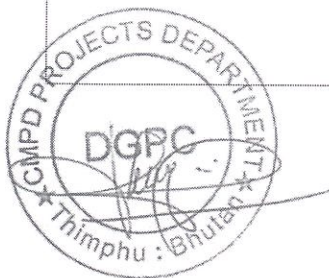


SECTION III- GENERAL CONDITIONS OF CONTRACT



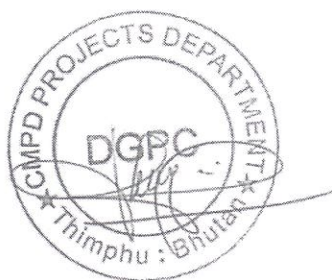
Bidding Document for Topographical Survey & Mapping of Gamri II HPP

<p>1. General Provisions</p>	
<p>1.1 Definition</p>	<p>The following terms and expressions used herein shall have the meaning as indicated therein:</p> <p>1.1.1 “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;</p> <p>1.1.2 “Employer” means the DHI and/or its Companies applying this Document;</p> <p>1.1.3 “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/equipment/vehicles, and similar operations;</p> <p>1.1.4 “Completion Date” means the date of completion of the Services by the Service Provider as certified by Employer;</p> <p>1.1.5 “Service Provider” means a legal entity, including the legal successors or permitted assigns of such entity, entering into a Contract with Employer to provide Services.</p>
<p>1.2 Governing Law</p>	<p>1.2.1 The Contract/ Service Order shall be governed by and interpreted in accordance with the Laws of Bhutan.</p>
<p>1.3 Limitations of Liability</p>	<p>1.3.1 Except in cases of gross negligence or wilful misconduct:</p> <p>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 Employer; and</p> <p>b) the aggregate liability of the Service Provider to the Employer, 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 Employer with respect to patent infringement.</p>
<p>2. Employer</p>	
<p>2.1 Employer’s Responsibilities</p>	<p>2.1.1 The Employer shall ensure the accuracy of all information and/or data to be supplied by the Employer for providing the Services in accordance with Section-IV: Error! Reference source not found./Terms of Reference, Delivery and completion Requirements.</p>



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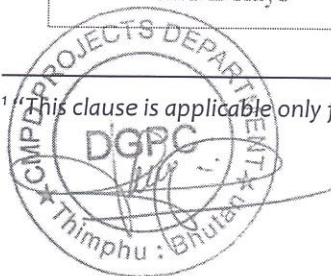
3.	Service Provider	3.1.1	The Service Provider shall provide all the Services in accordance with Section-IV: Error! Reference source not found./Terms of Reference, Delivery and completion Requirements.
3.1	Service Provider's Responsibilities	3.2.1	The Service Provider shall, within thirty (30) days from the date of issuance of Notification of Award, provide performance security equivalent to 10% (ten percent) of the Contract Price, valid until the thirty (30) days beyond the successful completion of the obligations under the Contract, including defect liability obligations, if any.
3.2	Performance Security	3.2.2	The performance security shall be denominated in the currency or currencies of the Contract or in a freely convertible currency acceptable to Employer and shall be in the form of irrevocable Bank Guarantee /Demand Draft/Cash Warrant, issued/enforceable by any financial institution in Bhutan. In case of Bank Guarantee, it shall be as per Form-3 of the Bidding Documents.
		3.2.3	The Employer shall encash the performance security to avoid it becoming invalid in case of failure by the Service Provider to extend the validity before 7 days of expiry.
		3.2.4	The performance security shall be discharged by the Employer and returned to the Service Provider not later than thirty (30) days following the date of completion and acceptance of Service Provider's performance obligations under the Contract, including any defect liability obligations.
		3.2.5	The proceeds of the performance security (including additional performance security) shall be payable to the Employer as compensation for any loss resulting from Service Provider's failure to complete its obligations under the Contract.
3.3	Sub- Letting	3.4.1	The Service Provider shall not sub-let, transfer or assign any part of this contract, without the prior written consent of the Employer.



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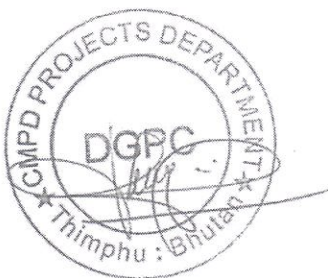
<p>3.4 Insurance and Transportation¹</p>	<p>3.4.2 The repaired equipment under the Contract shall be fully insured, in the currency of the Contract Price, against loss or damage incidental to repair, maintenance, transportation, storage and delivery.</p> <p>3.4.3 The insurance covers to be taken by the Service Provider shall be equal to at least 100% of the value of equipment valid till thirty (30) days after the delivery of repaired equipment.</p> <p>3.4.4 In case of delays attributable to the Service Provider, the validity period of the insurance cover shall be extended up to thirty (30) days after the actual delivery. However, if the delays are attributable to the Employer, the extra cost, if any, for the extended period of insurance cover, shall be reimbursed by Employer.</p> <p>3.4.5 The insurance cover shall be in the names of Employer and the Service Provider, wherein the beneficiary will be Employer and the Service Provider will be the custodian. The Service Provider shall, however, be authorized to deal directly with the Insurance Company and shall be responsible in regard to maintenance of all insurance covers.</p> <p>3.4.6 The Service Provider shall be responsible for transportation of the equipment along with any other related services.</p> <p>3.4.7 In case, any other mode of transport has to be resorted to other than that mentioned in above clause, the same shall be done only after obtaining prior approval in writing from the Employer.</p>
<p>3.5 Quality of Work</p>	<p>3.4.1 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 Employer.</p> <p>3.4.2 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.</p> <p>3.4.3 Employer may depute its employee at Service Provider's work to inspect the on-going works. During the delivery of services, if it is found that the requirements and the deliverables of the contract, in terms of performance and time, is not delivered as per the Technical Specification/ToR, the Employer shall terminate the contract subsequent to clause GCC 6: Termination.</p>
<p>3.6 Defect Liability Period</p>	<p>3.6.1 If during the Defect Liability Period, any defect is found in workmanship of the service executed by the Service Provider, the Service Provider shall promptly and appropriately remedy any defects at its cost and make good such defects either by repair or replacement.</p> <p>3.6.2 The Defect Liability Period : Not Applicable</p>
<p>4. Commencement and Delays</p>	

¹ "This clause is applicable only for that equipment send outside for repair"

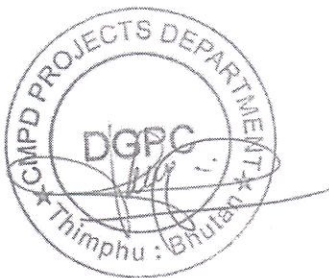


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4.1 Time for Commencement and Completion	4.1.1 The work shall be completed within 60 days from Issuance of Notification of Award/Letter of Award 4.1.2 Time is the essence of this contract and no variation shall be permitted in the delivery time/delivery schedule mentioned in the Contract/Service Order
4.2 Extension of Time for Completion	4.2.1 The Time for Completion shall be extended if the Service Provider is delayed in performance of its under obligations under the Contract on account of any changes in service, any occurrence of Force Majeure, changes in laws and regulations, any default or breach of the contract by Employer, etc.
4.3 Liquidated Damages for Delays in Delivery	4.3.1 If the Service Provider fails to deliver any or all of the service by the date(s) of delivery or fails to perform the Services within the period specified in the Contract/ Service Order, the Employer shall deduct liquidated damages at the rate of 0.3% of the executed price per day of delay. 4.3.2 The maximum amount of liquidated damages shall be 10% of the contract price
5. Contract Price, Variation and Payment	
5.1 Contract Price	5.1.1 The Contract Price shall be as specified in the Contract/Service Order subject to any additions and adjustments thereto or deductions therefrom as may be made pursuant to the Contract.
5.2 Variations	5.2.1 Depending on the final requirement, at the time of the award of the Contract, the Employer 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. 5.2.2 Any other modification or variation in the scope of the Services may only be made by written agreement between the Parties.

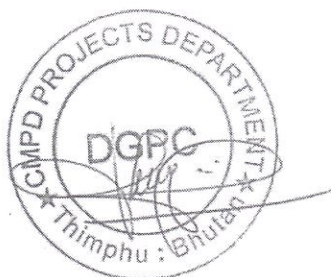


<p>5.3 Terms of Payment</p>	<p>5.3.1 100% payments shall be made promptly by the Employer, but no later than thirty (30) days after the receipt of invoices and documents, provided that the documents are compliant with all the requirements of the Employer.</p> <p>5.3.2 The currencies in which payments shall be made to the Service Provider under this Contract shall be those in which the Contract Price is expressed.</p> <p>Note:</p> <p>The payment shall be based on the following milestones:</p> <ul style="list-style-type: none">✓ Advance payment: 20 % of the contract value against submission of BG✓ Submission of draft report: 70 % of each BOQ item after submitting draft report✓ Submission of final report: Balance 10 % after submitting final report
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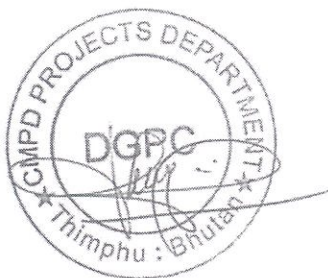


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<p>5.4 Taxes and Duties</p>	<p>5.4.1 The Service Provider shall bear and pay all applicable taxes, stamp duties, license fees and other similar levies imposed outside Bhutan. Any domestic taxes, duties and any other levies imposed on import of services in Bhutan, except TDS shall be borne and paid by Employer.</p> <p>5.4.2 Bidders participating from India and supplying services from within India for bonafide use in the Kingdom of Bhutan shall quote the rates for the items in the Price Schedule exclusive of any effect of Integrated Goods and Service Tax (IGST). The IGST on the export of goods and services or both are covered under Zero Rated Supply as per Chapter VII, 16(1) of the INTEGRATED GOODS AND SERVICES TAX ACT, 2017 of India. – Not Applicable</p> <p>5.4.3 If any tax exemptions, reductions, allowances or privileges may be available to the Service Provider in the Kingdom of Bhutan, the Employer shall use its best efforts to enable the Service Provider to benefit from any such tax savings to the maximum allowable extent.</p> <p>5.4.4 At the time of release of payment, Tax Deducted at Source (TDS) shall be @ 2% from Service Providers having Bhutanese trade license, or three (3%) from the Service Providers having other than Bhutanese trade license shall be deducted from the gross amount of bills. The Employer shall furnish necessary TDS Certificate to the Bidders.</p> <p>5.4.5 The Service Provider’s staff, personnel and labour shall be liable to pay Personal Income Tax (if applicable) in Bhutan in respect of their salaries and wages as are payable under the laws and regulations in force and the Service Provider shall perform such duties with regard to such deductions thereof as may be imposed on him by such laws and regulations.</p>
<p>6. Termination</p>	

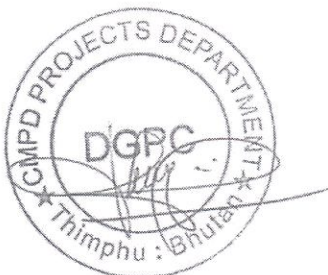


<p>6.1 Termination for Service Provider's Default</p>	<p>6.1.1 The Employer, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate the Contract in whole or in part:</p> <ul style="list-style-type: none">(a) if the Service 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 Employer; 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 Employer has engaged in corrupt, fraudulent, collusive or coercive practices either during the implementation of procurement proceedings and execution of the Contract under the public money. The Employer shall be the final authority to decide whether the Service Provider has engaged in any such events 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. <p>6.1.2 In the event the Employer terminates the Contract in whole or in part, the Employer 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 Employer for any additional costs incurred by Employer 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.</p>
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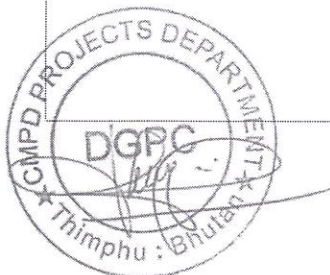
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<p>6.2 Termination by Service Provider</p>	<p>6.2.1 If, the Employer commits a substantial breach of the Contract; the Service Provider may give a notice to Employer that specifies the breach and requires Employer to remedy the same. If the Employer 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,</p> <p>6.2.2 If the Service Provider is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer, including but not limited to Employer's failure to obtain any governmental permit necessary for the Delivery of Services, which Employer is required to obtain as per provision of the Contract or as per relevant applicable laws, the Service Provider may give a notice to Employer to carry out such obligation under the Contract and if the Employer 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.</p> <p>6.2.3 In the event of termination, all payments due to the Service Provider for the Services already delivered, shall be settled by Employer with no further liability on any account whatsoever.</p>
<p>6.3 Termination by Force Majeure</p>	<p>6.3.1 Service Provider shall not be considered in default if delay in delivery occurs due to Force Majeure.</p> <p>6.3.2 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 Employer, the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of the Employer. In the event of such cancellation, the Service Provider shall refund any amount advanced or paid to the Service Provider by the Employer and deliver back any materials issued to him by the Service Provider and release facilities, if any provided by the Employer.</p>
<p>6.4 Payment upon termination</p>	<p>6.4.1 Upon termination of this contract pursuant to Clauses GCC 6.1 to GCC 6.3 hereof, the Employer shall make the following payments to the Service Provider:</p> <ul style="list-style-type: none"> (a) actual payment pursuant to GCC 5.3: Terms of Payment hereof for services satisfactorily performed prior to the effective date of termination. (b) except in the case of termination pursuant to clauses (a) through (d) of Clause GCC 6.1.1 hereof.
<p>7. Force Majeure</p>	



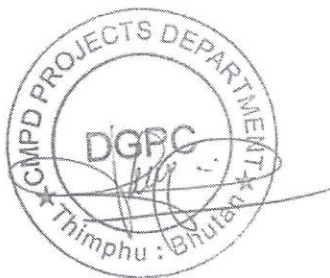
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<p>7.1 Definition</p>	<p>7.1.1 The Service Provider shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default if and to the extent that it's delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>7.1.2 "Force Majeure" shall mean any unavoidable event beyond the reasonable control of the Employer or of the Service Provider, as the case may be, and which has impeded the progress of work unreasonably and shall include, without limitation to the following:</p> <ul style="list-style-type: none"> a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies; b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war; c) riot, commotion, disorder, strike or lockout by persons other than the Contractor's personnel and other employees of the Contractor and Sub-Contractors; d) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity; e) Embargo, import restrictions, port congestion, industrial dispute, shipwreck, shortage or restrictions of power supply, epidemics/pandemic, quarantine and plague; f) The physical conditions or artificial obstruction on the Site; and g) natural catastrophes such as earthquake, hurricane, typhoon, volcanic activity; <p>7.1.3 Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:</p> <ul style="list-style-type: none"> (a) Unavailability, late delivery, or changes in cost of the plant, machinery, Service Provider's Equipment, materials, spare parts, oil and lubricants or other consumables required for the execution of the Works; (b) Strikes or labour disturbances at the facilities of the Parties; (c) Rainfall or snowfall; (d) Insufficiency of finances or funds; and (e) Non-performance caused by, or connected with, the Parties: <ul style="list-style-type: none"> (i) Negligent or intentional acts, errors or omissions;
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	<p align="center">(ii) Failure to comply with any law; or (iii) Breach of, or default under the Contract.</p> <p>7.1.4 If a Force Majeure situation arises, the Service Provider shall promptly notify Employer in writing of such condition and the cause thereof, along with documentary or pictorial evidence. Unless otherwise directed by Employer 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.</p>
<p>8. Dispute Resolutions</p>	
<p>8.1 Amicable Settlement</p>	<p>8.1.1 In case of any dispute of any kind whatsoever arises between Employer and the Service Provider in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation.</p> <p>8.1.2 However, any dispute which cannot be amicably settled between the parties, shall be referred to adjudication/ arbitration in accordance with the laws of Bhutan.</p>



SECTION-IV: TECHNICAL SPECIFICATIONS/ TERMS OF REFERENCE

1. Background

The Royal Government of Bhutan (RGoB) has entrusted DGPC to carryout assessment of hydropower projects to meet the growing Dzongkhag-wise power requirement. As part of Phase III of the undertaking, projects for which earlier studies have been completed and approved by the Department of Hydropower and Power Systems have been considered for further studies and implementation.

The Gamri II Hydropower Project (HPP) in Sakteng, Trashigang with an estimated installed capacity of 85 MW is one of the proposed projects for FSR study. The PFS of Gamri II was completed and approved in August, 2014. The FSR level study is scheduled from January, 2024 to December 2024.

2. Project Location

The Gamri -II Hydropower Project is located on the right bank of Gamri falling under Sakteng Gewog under Trashigang Dzongkhag.

The dam site of the project is proposed at about 300 m downstream of Gamri and Bamukparong confluence. The HRT alignment falls on the right bank of Gamri along Thakthri village. The underground Powerhouse is located above the Dhag village. The tentative layout of the project is as shown in **Figure 1**.

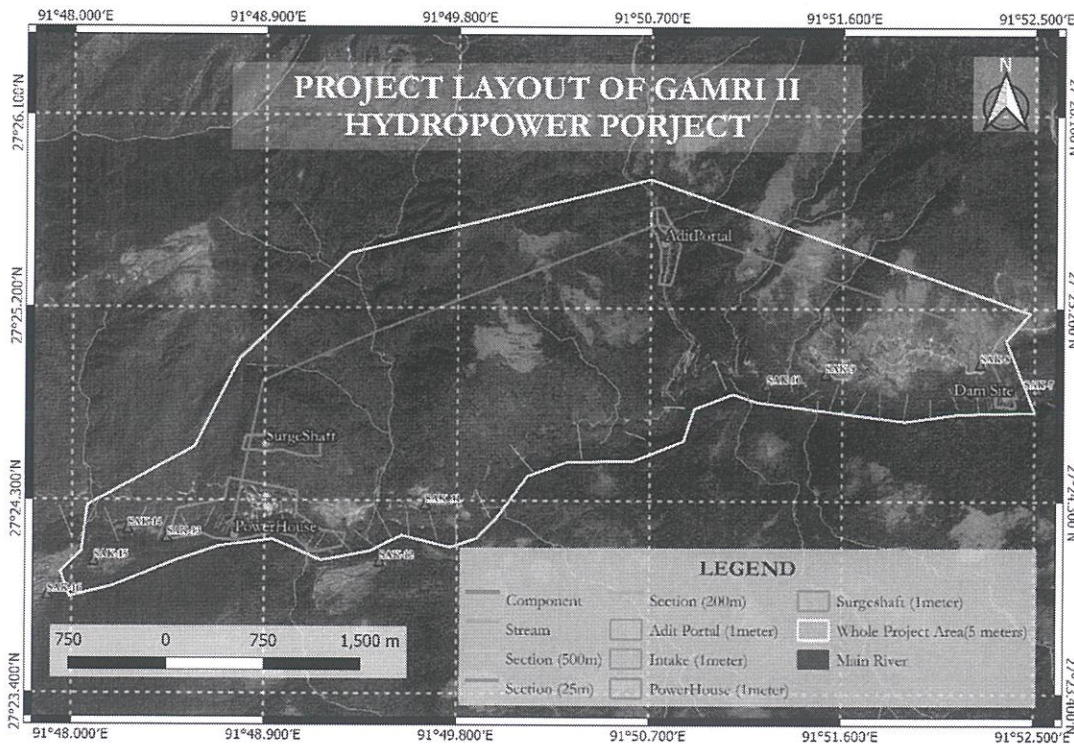
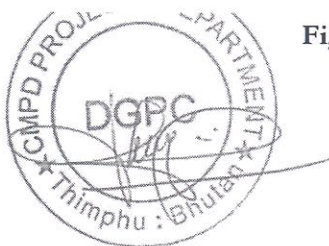


Figure 1 : Tentative Project Layout



3. Objective of Survey

The topographical survey performed at the Feasibility Study Report (FSR) stage of the project shall be geared towards preparation of the engineering site plans and sections of the project area. Engineering site plans and sections shall be prepared in sufficient detail to establish a sound basis for planning, engineering and design of the project.

4. Scope of Work

To attain the above objectives, the following scope of work for carrying out topographical survey shall be undertaken:

- i. Control survey and its establishment of control points.
- ii. Engineering site plan survey
- iii. River survey

The scope, standard, procedures and accuracy requirements of these surveys are presented in the following sections.

4.1 Control Survey

Control survey shall be conducted in the project area to setup the basic framework for carrying out detailed topographical surveys for the proposed project. Topographical surveys shall be planned based on available data and information on the proposed project, topography of the project area and existing ground control points connecting first order geodetic control stations MERA at Merak village and DUNG or it should connect to established control points established during PFS of the project.

Three new permanent control points need to be established at the project area with dimension of 30 cm x 30 cm x 50 cm with non-corrosive marker embedded in the concrete block. The control points shall be 20 cm above the surface of the ground with the name and elevation written on the control points.

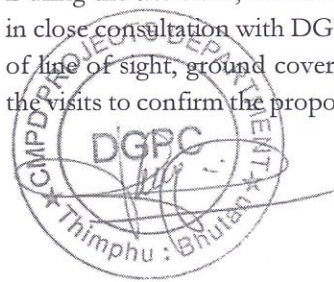
The accuracy requirement shall confirm to no less than:

- a) Horizontal accuracy : 21 cm in 1: 100,000 scale at 95% confidence level.
- b) Vertical accuracy : 2 cm at 95% confidence level.

Table 1: Location details & no. of permanent control points

Sl. No	Location	Control points
1	Head Race Tunnel	2
2	Powerhouse & TRT	1

During the site visits, the condition and usefulness of the identified ground control points shall be established in close consultation with DGPC. Issues such as accessibility to proposed survey stations, inter-visibility, length of line of sight, ground cover, need for cutting and clearing of vegetation, etc. shall be jointly studied during the visits to confirm the proposed survey plans. The control points shall be set up on stable area with permanent



features so that no damage or displacement should occur in future. Further, the proper and detailed reference in narrative mode and coordinates in both UTM and Drukref 03 shall be provided for each of the established control points for ease of identification in future.

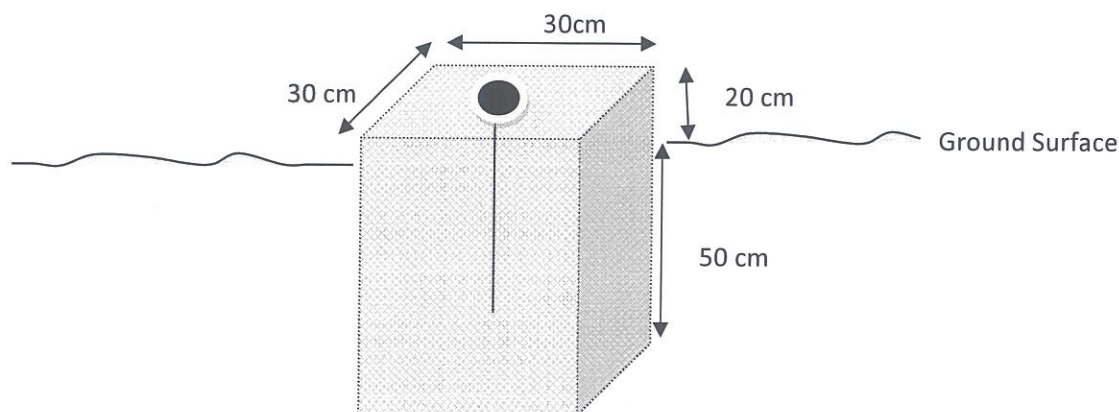


Figure 2 : Control Point Block Specification

Each permanent benchmarks and respective control points established in the project area should be documented recording the location, position and description.

4.2 Engineering Site Plan Survey

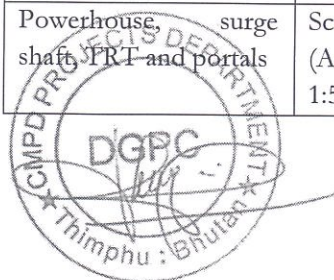
Topographical survey is an important engineering works required for planning, engineering and design of the project. This survey shall result in preparation of detailed site maps for conceiving, justifying, designing and constructing the project. After field data have been reduced and compiled, engineering site plans shall be generated which should consist of the different layers for river, river banks, streams (should be clearly distinguished as perennial and non-perennial with local names), settlement, roads with classification, administrative boundaries, wet land and dry land, religious sites, cliff, landslides, marshy area, seepages, vegetation, transmission & distribution lines, substations, communication towers, major landmarks etc.

Topographical survey for the project as detailed in

Table 2 below shall be carried out as per the scale and contour interval indicated:

Table 2 : Components of Project

Component	Scale and contour interval	AOI (Km ²)
Whole project area	Scale: 1:5,000 with CI: 5 m Generate using stereo image of high resolution	12.53
Dam Area (including reservoir area)	Scale: 1:1,000 with CI: 1 m 50 m above the river bed level at Dam axis and 300 m downstream of Dam axis	0.0205
Powerhouse, surge shaft, FRT and portals	Scale 1:1,000 with CI: 1 m (AoI shall be provided/confirmed after receipt of 1:5,000 with CI: 5 m topo map)	0.45



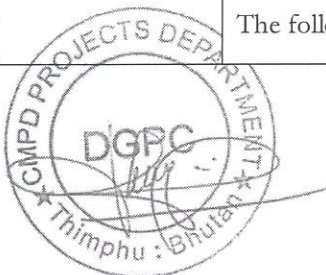
Ground survey shall be carried out at narrow gorges, streams and relief shadow etc to incorporate in whole layout Topographical map for better accuracy. The area of interest of the components are attached as annexure I. The latest satellite stereo image should be used to generate the 5-meter contour interval map.

5. River Survey

The river survey shall consist of only cross-sectional survey.

Table 3 : River cross section details.

Component	Scale and Contour Interval (CI)
<p>Cross-section</p>	<p>Dam:</p> <ul style="list-style-type: none"> 125 m upstream and downstream from dam axis @ 25 m interval. From 125 m downstream of dam axis to 2 km downstream along Gamri @ 200 m interval and thereafter @ 500 m intervals corresponding to the length of the L-Section. <p>Powerhouse:</p> <ul style="list-style-type: none"> 125 m upstream and downstream from TRT outlet including TRT axis @ 25 m interval From 125 m upstream and downstream of TRT axis to 2 km downstream along Gamri @ 200 m interval and thereafter @ 500 m intervals corresponding to the length of the L-Section. <p>Cross-section shall be in 10 m above RBL or 5 m above HFL on either side of the river bank whichever is more and 1 m interval in cross section.</p> <p>On the cross-section, river center, river bed level (mention right and left bank) and historical flood level shall be labelled.</p> <p>Upstream</p> <ul style="list-style-type: none"> Extend from dam axis till the river confluence of Gamri and Bamukparong River <p>Downstream</p> <ul style="list-style-type: none"> Extend from the dam axis till the TRT and extend further 1.3 km downstream for the TRT axis @ 100 m <p>L-Profile shall be 100 m intervals along the shallow water.</p> <p>The river center point of cross section should be incorporate.</p> <p>The following items shall also be indicated in the L-Section:</p>
<p>Longitudinal Profile</p>	



Component	Scale and Contour Interval (CI)
	a) Date of survey of the particular reach and average water level on that day b) Deep pools and rapids, rock outcrops, etc. c) Maximum historical/observed water level

5.1 Preparation of Cross-sections.

The following items shall be indicated in the cross section:

- i. Date of survey of the particular reach and water level on that day.
- ii. Deep pools and rapids, rock outcrops, boulders and its size (> 1 m average dia.) etc.
- iii. Maximum historical observed flood level
- iv. Existing bridge and other transversal infrastructure.

6. Requirement of Manpower and Equipment

6.1 List of Manpower

The following listed manpower with minimum experience as indicated shall be made available by the Contractor for the execution of the survey work.

Table 4 : List of manpower

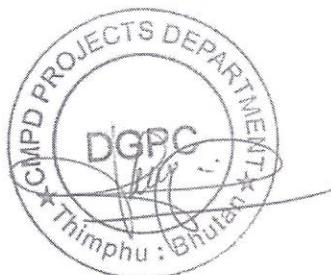
Sl. No	Personnel	Number	Qualification and Experience
1	Survey Engineer	2	Minimum field experience of 5 years and with experience in GIS, Remote Sensing, Photogrammetry and the use of GNSS and all other surveying instruments.
2	Surveyor	2	Minimum experience of 5 years with experience of use of GNSS, and Total station

6.2 List of Equipment

The minimum equipment that will be required for the works are as listed below:

Table 5 : List of equipment

Sl. No	Equipment	Number
1	GPS (GNSS)	2 set
2	Total Station	4
3	Photogrammetric work station and software	1



7. Reports and Deliverables

Upon completion of the survey, a survey report containing, among others, the following shall be prepared by the Contractor and made available to the DGPC:

- I. Methodology of survey
- II. Instruments used
- III. Description of national control points taken for reference
- IV. Description and coordinates of permanent control points (both in Drukref 03 & UTM)
- V. Accuracy of survey
- VI. Outputs:
 - a. Stereo images of the project
 - b. Ortho images
 - c. Digital Elevation Module (DEM)
 - d. Topographic Maps in Arc GIS and ACAD format both in UTM and Drukref 03 as well as hard copy (A1 size)
 - e. Cross section of the river
 - f. Digital topographic maps with all features such as National Highway & Road Networks, Kilometer stones, Dzongkhag Boundaries, Monuments, Park Area, Protected area, land use, settlement, rock exposures, rock outcrops, landslide, cliff, marshy area, Agricultural Land, Power lines, Foot path, Perennial & seasonal streams with local names, settlement annotation, Lhakhang, chorten, mobile towers, private properties, transmission/distribution lines, spot level, etc.

The Contractor shall submit the Topographical map of whole project area (Scale 1: 5000 with 5 m CI) before starting the ground survey to confirm the AOI of components. The map should be merged with Gamri-I topographical maps for both 1 meter and 5 meters contour intervals. The existing ground control points shall be validated before the construction of the new control points. Any changes or additional work will be communicated in due course.

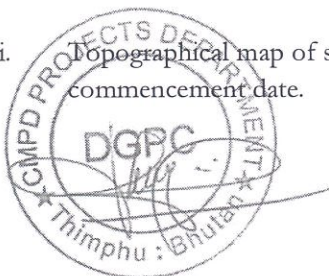
The Contractor shall submit required number of copies (both hard and soft) of the draft report (1 copy). All soft copy reports should include both PDF and editable format. The comments, views and suggestions on the draft report shall be furnished within a week for necessary incorporation and finalization by the Contractor. The Contractor shall provide one (1) editable soft copy and one (1) hard copy of the final versions of the report and hardcopy of Topographic maps (A1 size in UTM). Soft copy shall be in AutoCAD format and ArcGIS (both in Drukref 03 and UTM) and all other reports in word format. The Contractor shall rectify the maps and reports if any correction/modifications arises even after completion of the work.

8. Contract Duration

The time period for the completion of works shall be 60 days from the commencement date.

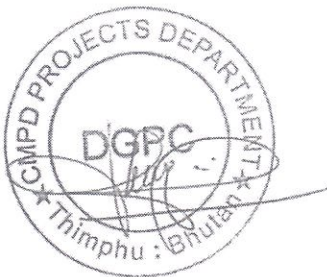
The schedule and timeline for the submission of Topographical maps and report are as follows:

- i. Topographical map of scale 1:5000 with 5 m contour interval shall be submitted after 30 days from the commencement date.



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- ii. Final draft report shall be submitted after 53 days from the date of award including the merged Topographic maps of 5 m and 1 m contour interval.
- iii. Final report shall be submitted after 60 days from the commencement date.



SECTION V – PERFORMANCE EVALUATION SYSTEM

1. Introduction

A Service Provider performance evaluation is a standardized, systematic and objective assessment of a Service Provider’s performance on a specific project contract. This enables the Employer to judge whether the Service Provider 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 Service Provider shall be evaluated as the project progresses.

2. Objectives

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

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

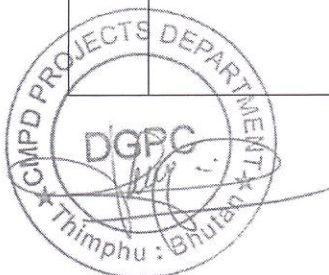
3. Performance Evaluation System (PES)

The assessment of the Service Provider 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%
Total		100%

3.1 Scope Management (15%)

SN	Evaluation Criteria	Score	Key performance measure	Remarks
3.1.1	Commencement	5%	✓ Early= 120% ✓ On time= 100%	As per the contract/Service order



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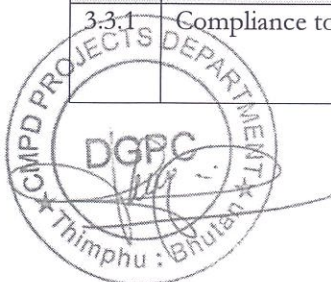
SN	Evaluation Criteria	Score	Key performance measure	Remarks
			✓ Late= 0%	
3.1.2	Work Schedule	5%	✓ On time = 100% or else 0%	As per the contract/Service order
3.1.3	Resource deployment	5%	✓ Full deployment = 100% or else 0%	As per the contract/Service order

3.2 Time Management (20%)

SN	Evaluation Criteria	Score	Key performance measurement	Remarks
3.2.1	Meeting Milestones/ Deliverables	5%	✓ On time = 100% ✓ Delay up to 20% = 80% ✓ Beyond 20% = 0%	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%	✓ 100% response = 100%. ✓ 80% response = 80%. ✓ Less than 80% response = 0%	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%	✓ Strict adherence =100% ✓ With minor deviations= 80%	✓ Minor deviations would mean deviations which

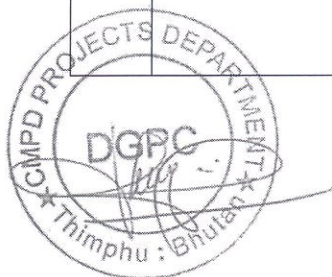


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SN	Evaluation Criteria	Score	Key performance measurement	Remarks
			✓ Frequent non-compliance= 0%	does not lead to major issues to the project. ✓ Frequent non-compliance would mean non-compliance leading to delays.
3.3.2	Response to Non-Compliance, Complaints and Notices	10%	✓ 100% response = 100%. ✓ 80% response = 80%. ✓ Less than 80% response = 0%	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%	✓ Yes = 100% ✓ No=0%	
3.3.4	Overall quality of the design, reports and presentation	10%	✓ Excellent = 100% ✓ Good with comments =50% ✓ Poor or rejected = 0%	

3.4 General Assessment (35%)

SN	Evaluation Criteria	Score	Key performance measurement	Remarks
3.4.1	Cooperation and Coordination with Employer	4%	✓ Excellent = 100% ✓ Good = 50% ✓ Poor = 0%	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.
3.4.3	Technical Competence	10%	✓ Excellent (resolves issues by themselves) = 100% ✓ Good (with discussion with Client) = 50%	The ability of the Service Provider to resolve an issue and notifying the Client on the same.



SN	Evaluation Criteria	Score	Key performance measurement	Remarks
			✓ Poor (solutions given by the Client) = 0%	
3.4.4	Integrity and Ethical Conduct	4%	✓ Zero written complaints = 100% or else 0%	
3.4.5	Accurate communication	4%	✓ Excellent=100% ✓ Good= 80% ✓ Poor = 0%	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%	✓ Excellent= 100% ✓ Good (needs to be prompted twice) = 50% ✓ Poor (always needs to prompted) =0	An excellent Service Provider would mean being proactive and providing problem resolution without the need of being prompted.

4. Service Provider Assessment Category

The Service Provider shall be categorized into three categories as under:

Category	Score	Remarks
A	80-100	✓ Recommended/Preferred Service Provider
B	50-79	✓ Service Provider must be developed; ✓ Consider, but with mandatory debriefing on the short comings.
C	0-49	✓ Service Provider not qualified

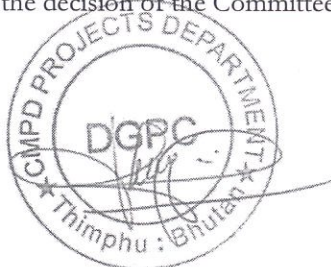
5. Evaluation Period and Debarment

5.1 Evaluation period

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

5.2 Debarment of Service Provider

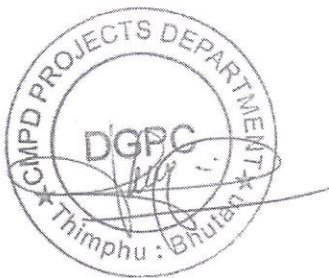
Based on the assessment of Service Provider at the closure of each project, all non-performing Service Provider shall be referred to the Debarment Committee as per the Debarment Rules 2019 of RGoB. The non-performing Service Provider falling under category B and C shall be subjected to referral to the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



SECTION VI – CONTRACT FORMS

[Form No. 1 to 3]

[Applicable Forms for this Contract Forms shall be submitted by the successful Bidder or by the Employer, post award of Contract]



Form 1: Letter of Acceptance/Notification of Award

[Insert date]

To:

[name and address of the Contractor]

Sub: Letter of Acceptance/Notification of Award

Ref: (insert number and reference of the NIT/Contract)

Dear Sir,

This is to notify you that your Bid dated [insert date] for execution of the Works for [insert name of the Contract and identification number] for the Contract Price of ----- [insert currency and amount in numbers and words], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by ----- [Insert name of the Employer] hereinafter referred to as the Employer.

You are requested to proceed with the execution of the Works on the basis that this Letter of Acceptance/Notification of Award shall constitute the formation of a Contract, which shall become binding upon furnishing of a Performance Security and signing of the Contract Agreement/Service Order. The Performance Security, in the form of a Bank Guarantee/demand draft/cash warrant in accordance with ITB Clause 27.1 and GCC Clause 3.2.1, may be submitted in advance or at the time of signing the Contract Agreement/Service Order.

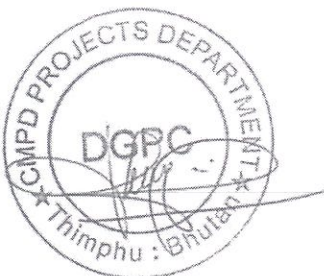
The commencement of the Work shall be reckoned from the date of issuance of this Letter of Acceptance/Notification of Award.

Kindly acknowledge the receipt of this letter.

Yours sincerely,

[xyz]

Authorized Signatory
On behalf of the Employer



Form 2: Contract Agreement

This agreement is made the -----[insert day] day of ----- [insert month], -----[insert year] between -----
-[insert name and address of Employer] (hereinafter called “the Employer”), of the one part, and -----
[insert name and address of Service Provider] (hereinafter called “the Service Provider”) of the other part.

Whereas the Employer desires that the Service Provider execute----- [Insert name and identification
number of Contract] (hereinafter called “the Service”) and the Employer has accepted the Bid by the Service
Provider for the execution and completion of such Service and the remedying of any defects therein.

The Employer and the Service Provider agree as follows:

- a) In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the contract documents referred to.
- b) The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - i. The Notification of Award
 - ii. The Bid Submission Form
 - iii. The addenda Nos. (insert addenda number if any)
 - iv. The General Conditions of Contract
 - v. The Special Conditions of Contract
 - vi. The Technical Specifications
 - vii. The Drawings
 - viii. The Schedules
- c) In consideration of the payments to be made by the Employer to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Employer to execute and complete the Service and remedy any defects therein in conformity in all respects with the provisions of the Contract.
- d) The Employer hereby covenants to pay the Service Provider in consideration of the execution and completion of the Service and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- e) This Agreement shall prevail over all other Contract documents.

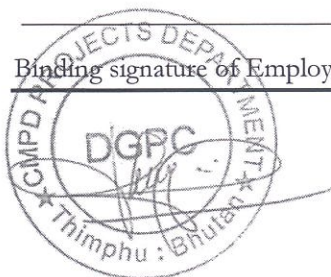
In Witness whereof the parties thereto have caused this Agreement to be executed on the day, month and year indicated above.

Sign & Seal of Service Provider: _____

Sign & Seal of Witness of Service Provider: _____

Sign & seal of Employer authorized representative:

Binding signature of Employer's representative's signature: _____



Form 3: Bank Guarantee for Contract Performance Security

[To be provided on the relevant legal document, as per applicable law, in the country of execution]

Bank Guarantee No.

Date.....

To

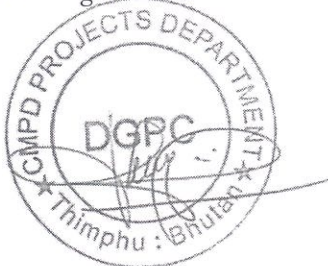
[Employer's Address]

Dear Sir/Madam,

In consideration of -----[Insert Employer's name] (hereinafter referred to as Employer which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s with its Registered/Head Office at(hereinafter referred to as the 'Service Provider' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Letter of Award No..... dated valued at[Insert currency and amount in words and in figures], for (Insert Scope of Service under the Contract) and the Service Provider having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Service equivalent to ten percent (10%) of the said value of the Contract to Employer.

We (insert Name and Address of the bank issuing the Guarantee) having its Head Office at hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), do hereby guarantee and undertake to pay Employer, on demand any and all monies payable by the Service Provider to the extent of [insert currency and amount of the Bank Guarantee] at any time up to@.....(day/month/year) without any demur, reservation, contest recourse or protest and or without any reference to the Service Provider. Any such demand made by Employer on the Bank shall be conclusive and binding notwithstanding any difference between Employer and the Service Provider or any dispute pending before any Court, Tribunal or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without prior consent of Employer.

Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Service Provider. Employer, shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in Employer or of any right which they might have against the Service Provider and to exercise the same at any time and any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between Employer and the Service Provider or any other course of remedy or security available to Employer. The Bank shall not be released of its obligations under these presents by any exercise by Employer of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of Employer or any other indulgence shown by Employer or by any other matter or thing whatsoever which under the law would but for these provisions have the effect of relieving the Bank.



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The Bank also agrees that Employer at its option shall be entitled to enforce this guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Service Provider and notwithstanding any security or other guarantee that Employer may have in relation to the Service Provider's liabilities.

Notwithstanding anything contained herein above, our liability under this guarantee is restricted to and shall remain in force up to and including and shall be extended from time to time for such period, as may be desired by M/s on whose behalf this guarantee has been given.

All rights of Employer under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities after the above-mentioned date or from the extended date.

Dated this day of 20 at

Witness:

..... (Signature) (Signature)
..... (Name) (Name)
..... (Official Address) (Official Address)

Note:	(@) This date shall be thirty (30) days beyond the scheduled end of Defect Liability Period of the last equipment covered under the Contract (#) Complete mailing address of the Head Office of the Bank to be given
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