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**DRUK HOLDING & INVESTMENTS LTD.**

**GROUP STANDARD BIDDING DOCUMENT**

**SERVICES (Quotation for Hotel Accommodation)**

*[For Non - Consultancy services]*



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**NOTICE INVITING QUOTATION (NIQ)**

1. The Electricity Services Division (ESD), Distribution and customer Services Department (DCSD), Bhutan Power Corporation Limited (BPC), Tsirang, is pleased to invite bids from the eligible bidders (Registered Hotels of Tsirang only) for rate quotation of hotels for the period of one year (July 2024 to till June 2025) as per the scope of works mentioned hereinafter.
2. A complete set of bidding documents can be downloaded from the purchaser's website free of charges (<http://www.bpc.bt/archives/category/tender>) but should register with purchaser on or before the closing of bid sale date. Registration should be done through written application together with the valid business license copy to make the bid enforceable as per the following schedule:

NIQ No.	:	<b>01/BPC/ESD/ADM-07/2024/</b>
Sale of bidding document		<b>14.06.2024 to 24.06.2024</b>
Last date for Bid receipt & time	:	<b>Up to June 24, 2024 by 14:30 hours at the address</b>
Bid opening date & time	:	<b>On June 24, 2024 at 15:00 hours in the office of the Sr. Divisional Manager's Chamber.</b>

3. All Bids must be accompanied by Bid Security for an amount of **Nu. 5,000.00 [Ngultrum Five Thousand]** only 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 for 120 days. 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.
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. \_\_\_\_\_  
 Bid Receipt date \_\_\_\_\_  
 Brief description of the services \_\_\_\_\_  
 Bidder's Name \_\_\_\_\_

5. Offers must be addressed to:  
**Sr. Divisional Manager,  
 Electricity Services Division, DCSD,  
 Bhutan Power Corporation Ltd.,  
 Tsirang.**
6. **Contact Personnel:**  
 Interested bidders may contact the following person (Nodal officer) for any clarification:
  1. Ram Chandra Guragai,  
 Sr. Divisional Manager,  
 Phone No. 17276520,  
 E-mail: [ramchandra@bpc.bt](mailto:ramchandra@bpc.bt)
  2. Tashi Dubjur,  
 Associate Engineer,  
 Phone No. 17699137  
 E-mail: [tashi.dubjur@bpc.bt](mailto:tashi.dubjur@bpc.bt)



## SECTION I - INSTRUCTION TO BIDDERS (ITB)

### 1. Site Visit

- 1.1 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 **(Not applicable)**.

### 2. Clarification on Bidding Document

- 2.1 The Bidder shall examine the Bidding Documents thoroughly. Any clarification request on Bidding Documents the bidders shall be submitted in writing before the last date of bid clarification submission.
- 2.2 Any bid clarification inquiry received after the last date of bid clarification will not be responded.

### 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 90 days from **June 24, 2024 to September 23, 2024** from the bid closing date or extension, if any. 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 for bid evaluation purpose the exchange rate will be based on telegraphic transfer (TT) selling rate published by the Royal Monetary Authority (RMA) of the Kingdom of Bhutan on the day of bid opening.

## 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 **Nu. 5,000.00 (Ngultrum Five Thousand)** only valid for 120 days from **June 24, 2024 to October 23, 2024**. The Bid Security shall be submitted in the form of an irrevocable bank guarantee/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 **ITB 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 and 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 **on or before June 24, 2024** at the following address:

**Sr. Divisional Manager,  
Electricity Services Division,  
Bhutan Power Corporation Limited,  
Tsirang.  
Phone No. +975-06-471104**

- 10.2 The submission of Bid(s) with password protected email are acceptable, however the Bid Security in original is submitted to any nearby BPC Office with the intimation to the contact person given in this tender **(Not Applicable)**.



## 11. Opening of Bid

- 11.1 The bid(s) will be opened in the presence of bidders or their representatives who choose to attend on **June 24, 2024 at 15:00 hours in the office of the Sr. Divisional Manager's Chamber, BPC, ESD, Tsirang**. 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 within a week after completion of bid evaluation for award of contract at ESD, **BPC, Tsirang (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. The company reserves the right to choose one or more successful bidders based on the number of lowest rate quoted prices (item wise).
- 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 bidder 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 of **Nu. Nil (Ngultrum.....)** only and has to be deposited by the Hotel Business Operators/service provider at the time of signing the agreement **(Not required)**.
- 18.2 The performance security shall be submitted in any of the following forms:
- a) irrevocable bank guarantee,
  - b) cash warrant, or
  - c) demand draft.

- 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 **(Not required)**.
- 19.2 Where the PES is required, depending on the nature of Services, Bidders are required to sign and submit the PES Acceptance Form attached as **Annexure- II** 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

### 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 confirm that we have read the provisions of bidding document 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:

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**

Sl. No.	Description (Room Type)	No. of Rooms	Rate (Nu.) per night (Including tax)
1	Standard Single		
2	Standard Double		
3	Standard Twin		
4	Deluxe Single		
5	Deluxe Twin		

**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**



## 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 Bhutan Power Corporation Limited 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 the Company;
  - e) **“Service Provider”** means a legal entity or registered commercial hotels 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 Room Maintenance

- 3.2.1 The service provider is to ensure that the all rooms allotted to our guests is kept in good condition all the time.

#### 3.3 Check In- Time

The hotel check time should be flexible for our Guests.

**3.4 Check Out-Time**

The checkout time for our guests can be as per the hotel standard rules.

**3.5 Damage of Hotel Property**

In case of any property damage by the guest, BPC shall not be held responsible for repairing the property.

**4. Notice of room requirement**

- 4.1 Whenever there is a requirement for a rooms the company will give three days' notice in advance. After receiving the notice the Hotel service provider should immediately make the rooms available within three days. Failing which company can book the rooms from another hotel service provider and the rate difference has to be paid by the chosen hotel.

**5. Location**

- 5.1 The hotel should specifically mention the distance of the hotel from our office (ESD, BPC, Tsirang), -----, -----.

**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 Quarterly inspection of the hotel 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 performance and time, is not delivered, the Company terminate the contract subsequent to clause **GCC 15: Termination**.

**9. Insurance and other taxes**

- 9.1 The Insurance premium, annual income tax, rental, etc, are to be borne by the Hotel Service Provider. The Hotel Service provider should have insurance coverage and BPC will not be responsible for any damage or loss due to accidents/incidents.
- 9.2 Any fine/penalty, if imposed for default in such payment shall be paid by the Hotel service provider.

## 10. Contract Price

- 9.3 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.

The charges of the rooms shall be paid as and when used based on the following:

- a) The Bidders shall quote the rate in **Nu. Per room Per Night** for the following:
- i. Standard Single
  - ii. Standard Double
  - iii. Standard Twin
  - iv. Deluxe Single
  - v. Deluxe Twin

## 10. Terms of Payment

- 10.1 The Contract Price, including any advance payments, if applicable.
- 10.2 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.
- 10.3 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.
- 10.4 Payment of Room charges will be released through Account Payee Cheque as and when the bill is raised. The hotel should have a register book separately maintained for BPC bookings. The hotel must keep daily records of the room bookings under BPC reservation.

## 11. Tax Deducted at Source

- 11.1 At the time of release of payment, two (2%) percent TDS on service portion shall be deducted from the Service Providers having Bhutanese trade license, or Three (3%) on the service portion from the Service Providers having other than Bhutanese trade license respectively from the gross amount of bills except from the manufacturers and authorized dealers. The Company shall furnish necessary TDS Certificate to the Bidders, issued by the Department of Revenue & Customs, RGoB.
- 11.2 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.

## 12. Performance Security

- 12.1 The Performance Security shall be valid until the successful completion of the obligations under the Contract, including warranty obligations, if any **(Not required)**.
- 12.2 The Performance Security of **Nu. Nil (Ngultrum.....)** only 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.

### **13. Liability**

- 13.1 The company shall not be liable for any payment for loss or damage due to accident/incidents of the rooms/properties under any circumstances. The guests once check-in into the hotel shall be taken care by service provider and shall be governed by hotel rules and regulations. Any nuisance or incidents caused by guest shall be resolved amicably by the service provider and simultaneously inform to the company.

### **14. Force Majeure**

- 14.1 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.
- 14.2 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.
- 14.3 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.

### **15. Termination**

#### **15.1 Termination for Default**

- 15.1.1 The Company, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate the Contract in whole or in part:
- a. If the Service Provider fails to deliver any or all of the Services in accordance to the Contract, within the stipulated delivery schedule or within any extension thereof granted by the Company; or
  - b. If the Service Provider fails to perform any other obligation under the Contract; or

- c. If the Service Provider, in the opinion of the Company has engaged in fraud and corruption, in competing for or in executing the Contract, the Company shall be the final authority to decide whether the Service Provider has engaged in any fraud and corruption as mentioned above and such decision shall be final and binding on the Service Provider; or
- d. If the Service Provider becomes bankrupt or goes into liquidation or makes general assignment for the benefit of the creditors or any receiver is appointed for the property owned by the vendor.
- e. 30 days' notice from either party will be required for withdrawing the vehicle at any stage. Failing to serve such notice shall result in forfeiture of Security Deposit.

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

## 15.2 Termination by Service Provider

### 15.2.1 If,

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

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

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

## 15.3 Termination by Force Majeure

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

15.3.2 Only those causes which have duration of more than 7 days shall be considered causes of Force Majeure. In the event of delay due to such causes, the delivery schedule will be extended for a length of time equal to the period of Force Majeure or at the option of the

Company, the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of the Company. In the event of such cancellation, the Service Provider shall refund any amount advanced or paid to the Service Provider by the Company and deliver back any materials issued to him by the Service Provider and release facilities, if any provided by the Company.

## **16. Payment upon termination**

16.1 Upon termination of this contract pursuant to Clauses GCC 15.1 to GCC 15.3 hereof, the Company shall make the following payments to the Service Provider:

- (a) Remuneration pursuant to GCC.10: Terms of Payment hereof for services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 10 hereof for expenditures actually incurred prior to the effective date of termination; and
- (b) Except in the case of termination pursuant to clauses (a) through (d) of Clause GC 15.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this contract including the cost of the return travel of the personnel and their eligible dependents.

## **17. Time for completion**

17.1.1 The work shall be awarded for one year from the date of Signing of Contract/Issuance of Service Order.

17.1.2 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.

## **18. Sub- Letting**

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

## **19. Variations**

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

## **20. Dispute Resolutions**

### **20.1 Amicable Settlement**

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.

20.2 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 – 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 service contract period. This enables the Company 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 services.

The performance evaluation criteria shall be used by Company immediately on completion of any services after the award of contract. The service provider shall be evaluated as per the service provided.

### 2. Objectives

The main objectives of the performance evaluation of service providers 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:

Sl. No	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>

#### 4. Service Provider Assessment Category

The service shall be categorized into three categories as under:

Category	Score	Remarks
A	80-100	Recommended/Preferred service provider
B	50-79	Consider, but with mandatory debriefing on the shortcomings.
C	0-49	Service provider not qualified

#### 5. Evaluation Period

##### 5.1 Evaluation period

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