

Request for Proposal: **Consultancy Services for Design and Engineering of Phase II Hydropower Projects**

Reference: **CO0020/2024 dated May 22, 2024**

Submission date: **June 24, 2024**

Last date for clarification: **June 17, 2024**

SN	Reference	Queries	Clarification
<b>Section II - Instruction to Consultants</b>			
1	Clause No. ITC 3.3 on Page 5 When the Consultant nominates any present or previous government employee as Personnel in its Technical Proposal, such Personnel must have written certification from the Royal Civil Service Commission of Bhutan or their employer confirming that: a) They are not current employees of their previous official employer, b) They are on leave without pay from their official position, and c) They are allowed to work full-time outside of their previous official position. Such certification (s) shall be provided to DGPC by the Consultant as part of its Technical Proposal.	i. We understand that this clause is applicable for the staff stated by consultant in the technical proposal who are residents / citizens of Bhutan. The same shall not be applicable for the expats. Please confirm.  ii. Please elaborate the process for obtaining such certifications from the Authorities in Bhutan.	i. Yes  ii. The concerned staff stated by the Consultant in the technical proposal shall obtain written certifications from their agency/ employer or provide documentary evidence of separation from their agency/employer.
2	ITC.11 Proposal Security	In case of electronic submission, we understand that consultants are required to submit a scanned copy of the proposal security along with the technical proposal. Kindly confirm.	A scanned copy of the proposal security in the form of Bank Guarantee issued by Financial Institution of Bhutan must be enclosed along with the proposal.



SN	Reference	Queries	Clarification
		<p>As per clause ITC.11, the bid has to be accompanied by a proposal security. In our case, such a guarantee will be issued by our bank via an intermediate bank and the Bank of Bhutan. Whilst the bank confirms that till the bidding-deadline of 24.06.2024 relevant SWIFT notice will be available, a physical copy of the guarantee most likely will only be available after this date. Hence, the following is requested:</p> <ul style="list-style-type: none"> <li>- Either allow proof of proposal guarantee via a SWIFT note on the date of bidding along with issuance of physical copy of the guarantee a short time later once available;</li> <li>or</li> <li>- Suitable extension (i.e. two weeks) of the bidding deadline so that the physical copy is available.</li> </ul>	<p>SWIFT notice from the foreign Bank to Financial Institution of Bhutan is not acceptable.</p> <p>No extension of time shall be provided for the submission of proposal security.</p> <p>Alternatively, the firms can deposit proposal security in the form of cash through bank transfer to DGPC Current Account.</p>
<b>Section III - Bid Data Sheet</b>			
1	<p>Clause No. ITC 11.1 and ITC 11.2 (d), Page 7 Proposal Security shall be: BTN 9.00 million (or equivalent USD at the exchange rate of 1 USD = BTN 84) in the following forms: i) Cash Warrant/Demand Draft/Banker's Cheque ii) Unconditional Bank Guarantee as per FORM TECH-14 issued by a financial institute of Bhutan or any foreign bank acceptable and enforceable in any financial institution of Bhutan</p> <p>The Proposal Security shall be valid till: October 22, 2024</p>	<p>i. For all Indian clients, especially Government clients, we being MSME are exempted for submitting the Proposal/Bid Security or Earnest Money Deposit. Considering the close proximity with India, we request you to kindly give such relaxation to the firms registered in India under MSME.</p> <p>ii. we request you to please provide the list of banks / financial institutions in India which are acceptable to DGPC. Kindly confirm.</p>	<p>i. Bid provisions shall prevail.</p> <p>ii. Use the link: <a href="https://bnb.bt/correspondent-banks/">https://bnb.bt/correspondent-banks/</a> to see the addresses of correspondent banks in Bhutan with banks in India.</p>



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2	Clause No ITC 15.1 Page 10 Taxes The Consultant may be subject to local taxes (such as value added or sales tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies, etc.) on amounts payable by DGPC under the Contract. DGPC will state in the BDS if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.	We trust the taxes as stated in Bid Data sheet on page 19 only to be considered . In case, any new taxes are imposed or any amendment are imposed by the government , the same shall be suitably incorporated / considered during the project execution. Please confirm.	Only applicable taxes in Bhutan is Tax Deducted at Source (TDS) @ 3% of the total contract price for the income earned from this consultancy services.
3	Clause No. 16.9 of ITC on Page 11 The Proposals shall be delivered by hand or by registered post in sealed envelopes to the address/addresses indicated in the BDS and received by DGPC no later than the time and the date indicated in the BDS or any extension to this date in accordance with ITC.10.3. Any proposal received after the deadline for submission shall be returned unopened.	Please make the provision for submitting the bid via online mode and the hard copies can be submitted within 1 week from the deadline of submission of bids	Refer ITC 18 of the Bid Data Sheet for electronic submission procedure.
4	ITC.16.9 and ITC.18	<p>We understand that the proposal can be submitted electronically via email. Kindly confirm.</p> <p>Whilst BDS ITC 16.9 requires submission of hard-copies, BDS ITC.18 is with regard to digital submission. Clarification is request if submission is</p> <ul style="list-style-type: none"> <li>- either hard-copy or digital submission;</li> <li>- if both are required</li> <li>- or one of the two options is not applicable at all</li> </ul>	<p>Confirmed</p> <p>Either hard copy or digital submission of the bid is allowed.</p> <p>No time extension for proposal submission shall be provided.</p>



SN	Reference	Queries	Clarification
		<p>Considering the time required to send proposals via registered post, time for preparation of competitive proposal fulfilling all formalities is very limited. Hence, a suitable extension (i.e. two weeks) is requested.</p> <p>We would like to request you to extend the deadline for proposal submission by at least two weeks so that consultants have sufficient time to incorporate the clarifications on their proposal.</p> <p>Given the size of the assignment, we request to please extend the timeline of the bid submission by 15 days</p> <p>We request you to please extend the submission of tender date to 2 weeks from the date of receipt of response to our queries. Please confirm.</p>	
5	ITC.20.1 “Experience in Design and Engineering for the Construction of similar size Projects (20 points)” Page 19 and 20	Could you kindly clarify if there is any timeframe for the previous experience to be valid for evaluation.	No time frame is provisioned. However, the firm should have continuity of the services.
6	Clause No. ITC 20.1 on Page 20 Experience in Design and Engineering the Construction of similar size projects (20 points) a. Firm’s General Experience 3 Points b. Having successfully completed design and engineering for construction of similar size projects (outside the Consulting firm’s home country and in at least two continents)	We request you to kindly clarify the meaning of “outside the Consulting firm’s home country and in at least two continents as the same is not defined in the RFP. Please provide specific interpretation of DGPC in this regard enabling us to provide appropriate credentials meeting these criteria and sub-criteria under this head.	The consulting firm should have successfully completed the work in any country of at least two continents but the experience of having successfully completed work in the firm's home country shall not be considered.



SN	Reference	Queries	Clarification
7	<p>Clause No. ITC 20.1 on Page 20 Having successfully completed design and engineering for construction of similar size projects (outside the Consulting firm's home country and in at least two continents). Different projects may be used to meet each of the criterion as under:</p> <ol style="list-style-type: none"> <li>1. Design and Engineering of projects with an installed capacity of not less than 50 MW.</li> <li>2. Design of Gravity dams with heights over 30 m.</li> <li>3. Design and Engineering of the underground desilting chamber and Tunnel works.</li> <li>4. Design and Engineering of Head Race Pipe.</li> </ol>	<ol style="list-style-type: none"> <li>i. We understand that one project under each category or same project shall be considered. Please confirm.</li> <li>ii. We also request you to kindly clarify what is the interpretation of DGPC w.r.t. Design and Engineering of Head Race Pipe on the surface.</li> </ol>	<ol style="list-style-type: none"> <li>i. Confirmed.</li> <li>ii. Design and Engineering of water conveyance system on the surface.</li> </ol>
<b>Section IV - Proposal Forms</b>			
1	<p>Page 9, ITC 13.2 e) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form Tech-6 of Section III). CVs shall be supported by at least two references from past client.</p>	<p>Kindly clarify what sort of information or supporting documents is required for the references from the past client. Would the name of concerned person, designation and contact details of two past clients would be sufficient and if yes, where do we put such information in the CV. Could we insert it at the bottom just above the "Certification" section of the CVs.</p>	<p>The CVs of professional staff/key experts must be attested by two referees or the referees can provide a separate recommendation/confirmation letter.</p>
2	<p>Form FIN-4 - Breakdown of Remuneration Form FIN-5 - Breakdown of Reimbursable Expenses</p>	<p>Kindly clarify whether "Home" refers to the home country of the experts or "Thimpu". Kindly clarify whether "Field" refers to Bhutan (including Thimpu and project sites) or the project construction sites only in particular.</p>	<p>Home refers to Consultancy Firm's based location. Field refers to Bhutan (Thimphu/project sites).</p>



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		<p>In item 2.3, the unit is mentioned as “Per Trips” and the quantity is 20 which is the same as item 2.2 above. We assume that the unit should be “Months”. Please clarify. Also, please confirm whether the quantity is 20.</p>	<p>The expenses is related to site visit which will be per Trip and quantity is as given in Form FIN-5.</p> <p>The quantity (20 trips) is confirmed. This figure is an estimated quantity.</p>
		<p>The unit is “Per Trips” and the quantity is 20. Please clarify how this 20 has come.</p>	<p>Staff-month is fixed for the financial proposal since this is a Lump Sum contract. However, the Consulting firm is expected to provide full range of experts required for completeness of services for successful implementation of the project.</p>
		<p>Form FIN-4 provides input in staff-months for each expert. Clarification is requested whether this staff-input is the minimum/ fixed months to be considered as part of the financial proposal or if is permissible to propose staff-input based on the proposed work-schedule and methodology. The same applies for Form FIN-5</p>	
		<p>We understand from Fin-4 that the man-months of Foreign staff are fixed. Let’s take an example of Hydropower Expert – In case his man-months increase, will DGPC pay for increase in man-months. In case fixed man-months are increased, how DGPC will compensate for the same.</p>	





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2	<p>Clause No. A 1 Background on Page 53 DGPC is developing four additional projects under Phase II through DHyE as listed hereunder.</p> <ul style="list-style-type: none"> <li>• 90 MW Jomori Hydropower Project in Samdrup Jongkhar</li> <li>• 40+14 MW Gamri I and Bamukparongchhu Integrated Hydropower Project in Trashigang</li> <li>• 18+8 MW Druk Bindu I and II Cascade Hydropower Project in Samtse</li> <li>• 25 MW Begana Integrated Multipurpose Hydropower Project in Thimphu</li> </ul>	<p>We understand that there are four projects to be developed by DGPC whereas Feasibility Report has been shared for a single project i.e. Jomori Hydropower Project.</p> <p>i. Please confirm if the RFP is only for 97 MW Jomori Hydropower Project.</p> <p>ii. Will separate RFP's to be issued. If yes, what is the likely date for the same.</p>	<p>The RFP is for all projects under Phase II and executive summary for all the four projects are shared in Annexure I of the RFP.</p>
3	<p>Clause No. B 1 on Page 54 Tendering, Bid Evaluations and Contract Award Services of E&amp;M, H&amp;M works</p>	<p>Request to confirm the scope for the preparation of the following commercial bid document &amp; Bid evaluation:</p> <ol style="list-style-type: none"> <li>1. Special Condition of Contract</li> <li>2. General Condition of Contract</li> </ol>	<p>The consulting firm shall scrutinize the draft Bidding Documents provided by the client, propose necessary improvements and modifications in all respect.</p>
4	<p>Clause No. B 2 on Page 55 Design, Engineering and Drawing Services of E&amp;M, H&amp;M works</p>	<p>Request to confirm the scope for the following: -</p> <ol style="list-style-type: none"> <li>1. Quality Assurance Plans</li> <li>2. Shop Equipment Inspections at Vendor works.</li> <li>3. Review of FAT documents and issuance of MICC (Material Inspection Clearance Certificate)</li> </ol>	<p>The scope is within the purview of the Client.</p>
5	<p>Clause No. B 3 on Page 57 Field Visits for E&amp;M, H&amp;M works</p>	<p>Request to confirm the scope for the following: -</p> <ol style="list-style-type: none"> <li>1. Field Quality Plans</li> <li>2. Site Visits</li> </ol>	<p>The Design Consultant, during the execution of the consultancy services, shall visit the project sites as and when required and requested by the Client.</p>





SN	Reference	Queries	Clarification
6	<p>Clause No. B 2 iii) on Page 55 During detailed design and engineering, the Design Consultant may propose to modify or change the design of the Civil Works of the Project as described in the “Project Profile” for techno-economic reasons and time effectiveness provided always that the design of the Project shall be in accordance with the International best practice and standards and shall meet Client’s requirements for the performance of the Works as warranted under the Contract. Such changes should be brought out in a detailed Design Memo to establish the proposal which is to be executed on specific approval of the Client. Such changes shall not entitle the Design Consultant to additional cost, whatsoever, other than the Contract Price.</p>	<p>We understand that the design consultant scope shall include the optimization of civil structures including sizing and component requirement verification for eg. Surge shaft etc. without altering the basic design parameters viz. site selection of dam location, FRL, MDDL, TWL, Design Head, Installed Capacity, design discharge etc. during the assignment.</p>	<p>Confirmed.</p>
7	<p>Page 54, (3) General Scope of Services</p> <ul style="list-style-type: none"> <li>• “Review and recommend any changes or modifications as per site conditions”</li> <li>• “Participate in project coordination/review meetings with Contractors, equipment manufacturers/suppliers and vendors, as and when required, to resolve the issues, if any”</li> </ul>	<p>We understand that a separate Construction Supervision Consultant will be hired by DGPC for the construction stage. The time frame allocated (as per Form FIN-4) in the RFP for the Engineering Geologist (Expert 1) and Cad Expert are 15 months and 12 months respectively. We understand the abovementioned experts and time frame mentioned in the proposal are for detail engineering design works only which is spread over the assignment duration of 48 months. Therefore, for the support during construction, it would be best to have a TimeBased Contract for the expert required. Please Clarify.</p>	<p>Bid provisions shall prevail.</p>



SN	Reference	Queries	Clarification
8	Chapter 3, B, 2 point vi) Physical Hydraulic Tests	<p>Clarification is requested if the entity carrying out the physical model tests will be hired by the Client under a separate contract and the consultant shall work closely with this entity or if the cost of physical model tests are to be included as part of the financial proposal</p> <p>Please confirm that the physical hydraulic model testing shall be carried out by the expenses incurred by the client and the design consultant scope shall be limited to confirmation on requirement of the studies, preparation of terms of reference for the requisite studies, assistance in finalization of entity, if required, review of physical hydraulic model test results and inclusion of the same in the design and engineering practices.</p>	A separate entity will be hired for undertaking Physical Model Test. The Design Consultant shall work closely with the entity.
9	Page 56, b. Additional Investigations and Tests	<p>It is understood that the scope is to provide a plan for any additional investigations &amp; tests and that the investigations and tests are carried out by the Client / through a third party not part of the Consultancy Contract.</p> <p>We understand that all additional investigations and tests, if required, will be conducted by the client and the data will be made available to the consultant. Kindly confirm.</p>	Additional investigations as recommended by the Consultant will be carried out by the Client through separate entity.
10	Clause No. D.2.ii) on Page 58 The Work Programme shall show major activities such as but not limited to design reports, hydraulic model study, drawings etc.	Hydraulic Model study is to be carried out through external agency. The inclusion of the same in work programme for agency finalised by client is beyond the control of design consultant. Please clarify.	The work program related to Hydraulic Model studies shall be provided by the Client.



SN	Reference	Queries	Clarification
11	Chapter 3, B, 2, subclause d As-built drawings	It is assumed that relevant information from the site for preparation of as-built drawings will be made available to the Consultant in packages. Please confirm.	Confirmed.
12	Page 55, 2. Design, Engineering and Drawing Services • Under (VI)..... “The Design Consultant shall work closely with the model testing entity through the Client in carrying out the model studies.”	As per, Page 50, Form FIN-5 2.2 Round Trip Ticket (During visit and DGC office) from Home to Bhutan (3 trips per year for 2 experts) have been exclusively mentioned during design works. Therefore, it is not clear whether, the Design Consultant have to visit during model testing to oversee the model performance as well as provide any feedback on the model test. If the visit is required then, it is not clear who shall bear all the transportation and other miscellaneous additional cost. Further, if there are major modifications and additional input have to be provided by the Design Consultant then, the Design Consultant understands that additional scope and cost will be negotiated and mutually agreed. Please Clarify.	Expenses related to inspection of physical modelling shall be paid on actual basis. No major deviations are expected for physical modelling.



SN	Reference	Queries	Clarification
13	<p>Clause No. B.2.c.v) on Page 56 Preparation of detailed design for the Civil Works including detailed drawings (Good for Construction) required for the execution of the Project as a whole. For the dam structure of Jomori and Gamri I, 3D dynamic FEM analysis using seismic acceleration time histories shall be carried out including thermal analysis for dam concreting. The detailed dynamic analysis and design of the powerhouse machine foundation and associated structures shall be carried out using appropriate software. Dam Break analysis shall be carried out for Gamri I and Jomori (till the Indian Border) using appropriate software.</p>	<p>i. We understand that no dam analysis for Druk Bindu I&amp;II HPP and Begana Integrated Multipurpose SHP is to be carried out by the Consultant in the existing scope of work.</p> <p>Please share the salient features of these projects for review and observations.</p> <p>ii. We understand that 3D dynamic FEM analysis and dam break analysis of Jomori and Gamri I only are required. Thermal analysis for dam concreting are generally carried out separately through meticulously prepared excel sheets, please confirm that FEM analysis for thermal analysis for concreting is mandatory.</p>	<p>i. Confirmed.</p> <p>Refer Annexure I for the salient features of all the projects.</p> <p>ii. Confirmed.</p>
14	<p>Page 57, Field Visits “A minimum of 3 (three) site visits in a year is anticipated as per site requirements and progress. Each site visit will take around 2 weeks. The number of experts and discipline including the duration of the site visit will be decided in consultation with the Client as per site requirements.”</p>	<p>We understand that the consultant is required to quote prices for the quantities (related to field visits) as provided in Form Fin-5 of the Financial Proposal and the Form Fin-5 is in line with the “Field Visits” mentioned in Page 57 of the TOR. Kindly confirm.</p>	<p>Confirmed</p>



SN	Reference	Queries	Clarification
15	<p>Page 57, c. Basic and Detailed Design</p> <ul style="list-style-type: none"> <li>Under (vii) "Follow-up of the Civil Works to verify the suitability of the design during construction, and to make or initiate such modifications as may be required."</li> </ul> <p>Page 57, d. As-Built Drawings</p> <ul style="list-style-type: none"> <li>Under (i) "Preparation of asbuilt drawings for Civil to be submitted to the Client."</li> </ul>	<p>It is mentioned that the consulting firm shall <u>permanently</u> station 1 (one) Geologist/Hydropower Expert and 1(one) CAD Expert at DGC's office, however, as per Form Fin-4 in page 46 and 47, the field inputs of Hydropower Engineer, Geologist and CAD Engineer are 5, 15 and 12 staff- months respectively which indicates the inputs of these experts are intermittent, spread over the duration of 48 months. Therefore, these experts may not be available at all time during construction. Further, the As-Built Drawings are to be made by the Contractor and the Supervision Consultant (which we assume will be separately hired by DGPC) shall review those. However, as the time frame provided for the Design Consultant are for design works spread for 48 months, the field based experts of the design consultant may not be able to carry out the As-Built Drawings. Further, for preparing the As-Built drawings, a supervision engineer shall have to be stationed at each site to know all the site based changes and its knowledge. Therefore, for the support during construction, it would be best to have a Time Based Contract for the expert required. Kindly Clarify.</p>	<p>Bid provisions shall prevail.</p>



SN	Reference	Queries	Clarification
16	Page 57, Project Management Structure “The consulting firm shall permanently station 1 (one) Geologist/Hydropower Expert and 1(one) CAD Expert at DGC’s office for smooth coordination and delivery of services on time. The deployment schedule in man-month is given in Section 6”	<p>It is mentioned that the consulting firm shall permanently station 1 (one) Geologist/Hydropower Expert and 1(one) CAD Expert at DGC’s office, however, as per Form Fin-4 in page 46 and 47, the field inputs of Hydropower Engineer, Geologist and CAD Engineer are 5, 15 and 12 staff months respectively which indicates the inputs of these experts are intermittent, spread over the duration of 48 months. Kindly clarify.</p> <p>In addition, there is no such deployment schedule in Section 6. There is “General Conditions of Contract” in Section 6. Kindly share if there is any deployment schedule that is missing in the RFP.</p>	<p>Either Hydropower specialist or Geologist will have to be stationed in Bhutan at any given time. CAD Expert will have to be stationed continuously for 12 months in the first year of the Contract.</p> <p>The duration of deployment of experts are provided in FIN Form 4 and 5.</p>
17	Page 57, C) Schedule “However, in the event that the projects are delayed for reasons not attributable to the Design Consultant, Design Consultant remain under obligation to extend the duration of consulting services, as may be required, to complete the projects.	Will additional cost be mutually agreed for the extension? Please Clarify	No-cost time extension shall be provided.



SN	Reference	Queries	Clarification
18	<p>Page 58, D) Reporting, 1. Deliverables “i) Inception Report summarizing the Design Consultant’s state of mobilization, Design Consultant’s obligations, methodologies for undertaking the assignment, frequency of reporting, site meeting and the site record keeping.”</p> <p>“iii) As-Built incorporating all the changes during implementation stages shall be prepared and submitted to the Client after incorporating any comments by the Client”</p> <p>“iv) Other relevant construction monitoring, inspection, tests and commissioning reports as may be required.”</p>	<p>It is mentioned that the consulting firm shall <u>permanently</u> station 1 (one) Geologist/Hydropower Expert and 1(one) CAD Expert at DGC’s office, however, as per Form Fin-4 in page 46 and 47, the field inputs of Hydropower Engineer, Geologist and CAD Engineer are 5, 15 and 12 staff- months respectively which indicates the inputs of these experts are intermittent, spread over the duration of 48 months. Therefore, these experts may not be available at all time during construction. Further, the As-Built Drawings are to be made by the Contractor and the Supervision Consultant shall review those. However, as the time frame provided for the Design Consultant are for design works spread for 48 months, the field-based experts of the design consultant may not be able to carry out the As-Built Drawings. Further, for preparing the As-Built drawings, a supervision engineer shall have to be stationed at each site to know all the site-based changes and its knowledge. The same goes for the construction monitoring, inspection, tests and commissioning as separate expert are required to observe each construction activity. Therefore, for the support during construction, it would be best to have a Time-Based Contract for the expert required. Kindly Clarify.</p>	<p>Bid provisions shall prevail.</p>



SN	Reference	Queries	Clarification
19	<p>Page 58, 2. Reporting Procedure”</p> <p>“i. This Work programme shall be aligned to the Master Work Programme of the project to ensure that the designs and drawings are available 2 (two) months in advance of the start of the construction activity”</p> <p>“ii. The detailed design criteria/memo for the project components shall be submitted to the Client for approval 2 (two) in advance of the start of the construction activity. The drawing and relevant standard for the aforesaid component of Works shall be based on the approved criteria and submitted at least 1 month prior to the start of the construction activity.”</p> <p>“v. The Client shall give approval/comments on all design and drawings within 30 days of the date of receipt”</p>	<p>These three points under Reporting Procedure doesn't seem to align with each other. The 1<sup>st</sup> (i) states that all drawings shall be provided 2 months prior to the construction activity. However, 2<sup>nd</sup> (ii) states design memo shall be provided before 2 months which have to be approved and drawings shall be provided 1 months prior to the construction. In these two statements, there seem contradiction about when the drawings shall be submitted.</p> <p>Further, when the 3<sup>rd</sup> (v) and 2<sup>nd</sup> (ii) statements are compared then we can observe that there will be no time for correction of any comments from Client. Therefore, we request these matters to be clarified.</p> <p>We believe that designs and drawings cannot be furnished within 1 months after approval of the design memo/criteria. Therefore, it may be advisable to have all the design criteria approved beforehand using DBM (Design Basis Memorandum). Further, we believe all the drawings shall have to be furnished at least 2 months prior to construction so that there will be some time for rectification of any comments from the Client. Also the approval from Client shall come within 1 week or maximum 15 days. Please clarify.</p>	<p>Bid provisions shall prevail.</p>





SN	Reference	Queries	Clarification
20	Page 59, 2. Reporting Procedure “ix) In case the Client requests amendment of an approved report/design/redesign or revoke such approval and such request by the Client is as per site requirement for proper completion and functioning of the works, the Design Consultant shall without any cost to the Client, redesign/revise/revoke the same.	From the Page 58, 2. Reporting Procedure, ii, The Consultant understands that once the design criteria/memo and conceptual layout are finalised and mutually agreed upon, then, all the designs will be carried out based on that conceptual layout. If in case there are minor modifications based on site requirements then, the Consultant shall carryout such minor modifications. However, if the previously agreed conceptual designs will be revised totally based on any conditions then, additional cost and time shall have to be mutually agreed upon for the additional scope of the work. Keeping the contract open for any type of modifications will result in issues which would be nonconclusive and may lead to problems during execution. Kindly Clarify.	No major changes are expected from previously agreed conceptual designs. Additional scope of work, if any, duly approved by the Client shall be taken care by provisions of the Contract.
21	Page 60, F) Key Experts	We understand the remuneration of DGC Design Team Experts are not under the responsibility of the consultant. Please confirm.	Confirmed.



SN	Reference	Queries	Clarification
22	<p>Page 61, G) Qualification and Responsibility of Key Experts</p> <p>1. Hydropower Expert (Team Leader)</p> <ul style="list-style-type: none"> <li>• “Review the Contractors' work methods to ensure that they comply with health and safety requirements, assure a high standard of workmanship, and correspond to the work rates required in the agreed construction programme</li> <li>• Assist Client/DGC in issuing Taking-Over Certificates to the Contractor"</li> </ul> <p>2. Engineering Geology Expert</p> <ul style="list-style-type: none"> <li>• Monitor and analyse the reading of measuring devices/instruments, establish frequencies of reading and documentation of data;</li> </ul>	<p>It is mentioned that the consulting firm shall <u>permanently</u> station 1 (one) Geologist/Hydropower Expert and 1(one) CAD Expert at DGC’s office, however, as per Form Fin-4 in page 46 and 47, the field inputs of Hydropower Engineer, Geologist and CAD Engineer are 5, 15 and 12 staff- months respectively which indicates the inputs of these experts are intermittent, spread over the duration of 48 months. Therefore, these experts may not be available at all time during construction. Therefore, for the support during construction, it would be best to have a TimeBased Contract for the expert required. Kindly Clarify.</p>	<p>Bid provisions shall prevail.</p>
23	<p>1. Electro-Mechanical Expert • Review and recommend for approval the method statements, construction methodologies, construction plan, and quality plans and provide advice for modifications/revisions, if any, within the time frame to provide timely approvals to Contractors; • Assist the Contractor to develop and coordinate detailed test procedures for factory acceptance test, unit test, both dry and wet commissioning and participate in the supervision of these tests; Page 58, D) Reporting, 1. Deliverables“iv) Other relevant construction monitoring, inspection, tests and commissioning reports as may be required.”</p>	<p>It is mentioned that the consulting firm shall <u>permanently</u> station 1 (one) Geologist/Hydropower Expert and 1(one) CAD Expert at DGC’s office, who may not be qualified to provide assistance to the Client on the mentioned matters. Further, home based 8 man-months have been specified for the Electro-Mechanical Expert to review EM documents for different projects as mentioned in ToR which indicates the inputs of the expert is intermittent, spread over the duration of 48 months for design works only. Further, for testing and commissioning these experts have to be at the site overlooking all the components during testing. Therefore, as the expert responsibility is for design and its review, the expert may not be available at all time during construction. Therefore, for the support during construction, it would be</p>	<p>E&amp;M Expert, if required, during testing and commissioning shall be requested by the Client and paid as per the agreed man-month rate and expenses for travel.</p>



SN	Reference	Queries	Clarification
		best to have a TimeBased Contract for the expert required. Kindly Clarify.	
24	Clause No. G on Page 61 to 65 Qualification and Responsibility of Key Experts	We observed that for most of the positions DGPC has requested at least 15 years of experience in the design, supervision and monitoring of similar hydropower projects/contracts with international experience in at least 2 continents. We request you to kindly modify this clause as follows: At least 15 years of experience in the design, supervision and monitoring of similar hydropower projects/contracts with international experience.	Bid provisions shall prevail.
25	Clause No. G 8 on Page 65 Bachelor's Degree and above in Mechanical Engineering	Considering that the designs are also carried out by civil engineer, we may request to accept Bachelor's Degree and above in Civil Engineering.	Bid provisions shall prevail.
<b>Section VI - General Conditions of Contract</b>			
1	Page 72, GCC.16.2, “If the Contractor fails to complete the work within the stipulated time, then Liquidated Damage shall be deducted as mentioned in the SCC”	<p>i. Please clarify how will this clause be interpreted if the delays are due to the result of lack of site relevant information, Client approvals and other delays not related to the Consultant activity.</p> <p>ii. During the construction stage, the work of the consultant shall be highly dependent on the progress of the construction works. Hence, the deliverables from the consultant may be delayed if there is delay in the construction works. Considering this, we would like to request you to kindly remove this clause.</p>	<p>i. Refer, GCC Clause 18 and 19.</p> <p>ii. Bid provisions shall prevail.</p>



SN	Reference	Queries	Clarification
2	Clause No. 29.1/General Conditions of Contract on Page 76 Liability of the Consultant Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be governed by the Applicable Laws of Bhutan.	The overall liability on the consultant under this contract as per the said statement makes the liability as open ended. As per various International norms, the overall liability on the consultant is equivalent to the contract value. We request you to modify this clause as per internationally accepted terms and conditions. Please confirm.	Refer GCC 29.1 of Special Conditions of Contracts (SCC).
3	GCC.45.1.2. Remuneration and Reimbursable expenses Price Adjustment	Since the duration of the consulting services is 48 months, we would like to understand if there is any provision for price adjustment (escalation) on the remuneration rates of the experts.	Price adjustment is not applicable.
4	GCC.45.2.3, Terms and Condition of Payment	Could you kindly clarify whether the foreign currency portion will be paid directly to the foreign bank account of the consultant. If not, what will be the applicable taxes and charges for transferring money from a local bank account to a foreign bank account of the consultant.	The offer in foreign currency portion will be paid directly to the foreign bank account. Any bank charges related to transfer of fund will be borne by the Client.
		Could you kindly clarify if the international experts remuneration will be subject to local income taxes in Bhutan and if yes, what are the applicable income taxes (percentage) for individual experts.	Only applicable taxes in Bhutan is Tax Deducted at Source (TDS) @ 3% of the total contract price for the income earned from this consultancy services



SN	Reference	Queries	Clarification
		<p>i. Here its mentioned that the consultant will be paid on quarterly basis against the invoices raised by the consultant whereas in the same sentence, inside the brackets, it is mentioned that the payment shall be made against designs and construction drawings deliverables. Could you kindly clarify whether the payment will be on “quarterly basis” or “deliverable/milestone basis”.</p> <p>ii. Additionally, we assume that since 10% will be paid as advance payment and 10% will be held until the issuance of final completion certificate by Client, there would be only 80% of contract price remaining for Intermediate Payment.</p> <p>We understand that, this payment will be released after the testing and commissioning works rather than after Defect Liability Period. Please confirm.</p>	<p>i. Payment shall be made quarterly on completion of deliverables(to be finalised during contract negotiation).</p> <p>ii Payment schedules are specified under SCC 45.2.3 of Bid Data Sheet.</p> <p>It will be after commercial operation date.</p>
<b>Section VIII - Special Conditions of Contract</b>			



SN	Reference	Queries	Clarification
1	<p><b>Clause No. 29.1/SCC on Page 86</b> Limitation of the Consultant's Liability towards DGPC:</p> <p>a) Except in case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to DGPC's property, shall not be liable to DGPC:</p> <p>i. for any indirect or consequential loss or damage; and ii. for any direct loss or damage that exceeds by 1.1 times the total value of the Contract.</p> <p>b) This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.</p>	<p>As per standard industry practice for similar tenders, we request you to modify the clause as under: Limitation of the Consultant's Liability towards DGPC:</p> <p>a) Except in case of gross negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to DGPC's property, shall not be liable to DGPC:</p> <p><del>i. for any indirect or consequential loss or damage;</del> <del>and</del> ii. for any direct loss or damage that exceeds by <del>1.1</del> 1.0 times the total value of the Contract.</p> <p>b) This limitation of liability shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services.</p> <p>c) In no case, the Consultant shall be liable to towards DGPC for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract. Kindly consider the above to enable us to participate in the subject RFP</p>	<p>Bid provisions shall prevail.</p>
Others			



SN	Reference	Queries	Clarification
1	Annexure - 1	<p>On going through the Annexure I and considering it as the base for the design, it seems some modifications on the hydraulic design part for structures like desilting chamber, HRT are required. Similarly, except Jomori, Gamri-I and Begana HPP all other projects have trench weir as diversion structure. We would like to be clarified whether time and man months have been included in the proposal, if incase the conceptual layout (like from trench weir to concrete weir) as described in Feasibility Study Report would be modified after 1<sup>st</sup> Site Visit.</p> <p>We looked into the Annexure -1 and saw that Vertical Pelton Turbine has been considered for Druk Bindu -II HPP having design head of 99meters and 9.36 m3/s. We think it should be Francis turbine rather than Pelton turbine. Could you clarify the reason for using the Pelton Turbine?</p>	<p>Bid provisions are clear.</p> <p>Refer s.n. 2 (iii) under B-Scope of services.</p>
2	Nil	<p>We also request you to please consider relaxation of some of the qualifying criteria. The current criteria is reallyhard for most consulting companies to meet, and would lead to very little participation in the bid process.</p>	<p>Bid provisions shall prevail.</p>
3	Nil	<p>As you already know, we have a lot of experience in design and engineering in the Himalayan region for several largehydropower projects. However, there is very little weightage given to the hydropower experience in Himalayanexperience, and a lot of weightage is given to experience of working in 2 continents, which seems to deviate from theobjective of the assignment of these Bhutan projects.</p>	<p>Bid provisions shall prevail.</p>



SN	Reference	Queries	Clarification
4	General Power of Attorney: RFP requires the authorisation in the form of POA.	Please confirm the acceptance of Board resolution in lieu of Power of Attorney.	Bid provisions shall prevail.
5	General Parent Company Credentials	Considering that the RFP document is silent about parent company credentials, we understand that the Bidders can use the their Parent/Holding company group credentials to get technically/financially qualified for this project. Please confirm.	The consulting firm cannot use the credentials of their Parent/Holding company group to get technically/financially qualified for this project.

