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**Khorlochhu**

21/KHPL/P&C/D&EC/2024/9906

November 20, 2024

**ADDENDUM TO RFP DOCUMENT**

**Name of Service: Consultancy Services for Design & Engineering of Khorlochhu  
Hydropower Project**

**RFP Reference No.: KHPL/P&C/2024/9831 dated October 19, 2024**

KHPL would like to notify that the **“Clarifications to the Bidders Queries including the Amendments to the RFP Document”** can be downloaded at the following websites i) KHPL website [www.khepbhutan.com](http://www.khepbhutan.com) and ii) DGPC Website [www.drukgreen.bt](http://www.drukgreen.bt).

For further queries, kindly contact the Head-Procurement & Contracts Division during office hours only.

**Head-Procurement & Contracts**

**Khorlochhu Hydro Power Limited**

Corporate Office: Post Box 46001, Chorten Kora, Trashigang, Thimphu, Bhutan.

Email: [chief.pnc@khepbhutan.com](mailto:chief.pnc@khepbhutan.com)

Website: [www.khepbhutan.com](http://www.khepbhutan.com)

Clarifications to the Bidders Queries/Clarifications

Name of Service : Consultancy Service for Design & Engineering of Khorlochhu Hydropower Project  
RFP Reference No. : KHPL/P&C/2024/9831 dated October 19, 2024

Sl. No.	References	Bidder's Queries/Clarifications	Employer's Clarifications
1	<b>Section III – Bid Data Sheet ITC 11.1 and 11.2(d) Proposal Security</b> shall be: BTN 50 million (or equivalent USD ...)	This amount is abnormally high for a tender of this type and believe there might be a typo.  Kindly confirm and let us know as soon as possible what the amount should be so that we may proceed.	The Proposal Security is amended to <b>BTN 10.00 million (or equivalent USD at the exchange rate of 1 USD = BTN 84)</b> only.
2	<b>ITC.11.1 Proposal Security</b>	Proposal security of BTN 50M has been specified. This amount appears to be significantly high for the said works. It is requested to modify the same to the maximum of BTN 5M.	
3	<b>Clause ITC 11.1: page 19 of the RFP Document. Proposal Security:</b> BTN 50 million (or)equivalent USD at the exchange rate of 1 USD=84 BTN	We request you to kindly confirm the proposal security amount, the proposal security amount specified in the RFP, BTN 50 million, seems to be on the higher side or may be a type error, please confirm the same.	
4	<b>Bid Data Sheet Proposal Security</b> shall be: BTN 50 million (or equivalent USD at the exchange rate of 1 USD = BTN 84).	As a general practice a proposal security of 1% to 2 % of total consultancy cost is requested in almost all tenders. The proposal security or EMD prescribed for this work is not consistent with the scope and size of work. Hence we request the esteemed authority to kindly review the same or provide appropriate elucidation for the same in case the authority maintains the present value to be correct.	
5	<b>Section-III (Bid Data Sheet) ITC 11.1 and ITC 11.2 (d), Proposal Security</b>	BTN 50 million or INR 50 million This is on higher side. In general, proposal security/ EMD is considered as 2% of the estimated project cost. Also, project cost is not mentioned in the RFP document which needs to be mentioned.	
6	<b>SECTION III – BID DATA SHEET ITC. 11.1 and ITC 11.2 (d) - Proposal Security</b>	Please also consider an international Bank transfer as an option for foreign bidders, and if so, kindly provide the Beneficiary's details (Bank Account, SWIFT Code, etc.).	For foreign bidders, an International Bank Transfer will be accepted for an amount of <b>USD 119,050.00</b> only. The Beneficiary detail is as provided below:  <b>Beneficiary Name: Khorlochhu Hydro Power Limited,</b> <b>Bank Account No.: 200038640</b> <b>Swift Code: BHUBBTBT</b>



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7	<b>Section III – Bid Data Sheet ITC 18</b> For electronic submission: ...	We understand that submission of a hard copy is not necessary. Kindly confirm that the email address to send the link to download our offer is: <a href="mailto:chief.pnc@khepbhutan.com">chief.pnc@khepbhutan.com</a>	Submission of hard copy is not mandatory and bids can also be submitted through an electronic submission. For an electronic submission, the email address is: <a href="mailto:chief.pnc@khepbhutan.com">chief.pnc@khepbhutan.com</a>
8	<b>REQUEST FOR EXTENSION OF DEADLINE</b>	After careful review of the bidding documents and ToR, we feel that the deadline for submission of proposals gives insufficient time for bidders to prepare satisfactory proposals.  We therefore respectfully request that you extend the deadline for submission by at least two weeks to allow us sufficient time to prepare our best, fully compliant technical and financial proposal for this extremely interesting and important project.	The submission of Bid is extended till <b>November 28, 2024; up to 15:00 Hours (BST)</b> and the bids will be opened on the same day at <b>15:30 hours (BST)</b> .
9	<b>ITC. 16.3</b> <b>Submission Deadline: 21 November 2024</b>	It is requested to extend the bid submission deadline for at least 4 weeks from the current deadline i.e. upto around 20th December 2024.	
10	<b>ITC 16.3&amp; ITC 16.9 Date and Time of the Proposal Submission</b> Date: November 21, 2024 upto 15:00 Hrs.	We request you to kindly extend the last date of the proposal submission at least three weeks for the date of the reply of the pre-bit queries. Please confirm the same.	
11	<b>Section III, Data Sheet 16.3</b> Bid Submission 21 Nov 2024	We request at least THREE weeks extension from the date of clarification released.	
12	<b>Section-III (Bid Data Sheet)</b> ITC 16.3 & 16.9 <b>Last date of submission of bid 21.11.2024</b>	Requesting to extend it by another 3 weeks time to enable the consultant to submit its most competitive and economical bid i.e. by 13.12.2024. Also sufficient time for submission of hard copy of the bid may please be provided to international consultants after the deadline of online bidding date.	
13	<b>General</b>	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.	
14	<b>Section III – Bid Data Sheet ITC 20.1</b> Evaluation of consulting firms shall be based on the criteria indicated below: “3. Adequacy of Proposal (10 points)”	We note that the sum of the points for a) Technical approach & Methodology; b) Organization and Staffing; c) Work Plan is 9 points (5+2+2). Please clarify.	The Points are amended as follows: <b>3. Adequacy of Proposal (10 Points)</b> a) Technical Approach & Methodology = <b>5 points</b>



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15	<b>Data Sheet, ITC Evaluation</b> Evaluation of Consulting Firms	Please note the total marks is adding up to 99 only. Adequacy of Proposal breakup is 9 marks instead 10.	b) Organization and Staffing = <b>2.5 points</b> c) Work Plan = <b>2.5 points</b>
16	<b>Section III – Bid Data Sheet ITC 14.2 Financial Proposals</b> i) The consultant may express the price of their services in USD/INR currencies.	As a European company we would prefer to express our price in Euro.  Kindly confirm if this would be acceptable.	Not Agreed. The bid price should be quoted either in USD/BTN only.
17	<b>SECTION II – INSTRUCTION TO CONSULTANTS ITC. 11.1</b> The Consultant shall furnish, as part of its Proposal, a Proposal Security in original form, [...]. ITC 11.3 The Proposal Security is to be submitted in a separate sealed envelope.	We Kindly ask you to specify how Proposal Security should be submitted in case of Electronic Submission.  Please consider different options as per ITC 11.2.	Bid provisions shall prevail.
18	<b>ITC.10.2</b> Pre-Bid Meeting	It is requested to arrange for an Online pre-bid meeting for the better clarity on the Project and Proposal requirements.	Not necessarily required.
19	<b>ITC.13.2(e)</b> CV shall be supported by 2 references	We understand it means name and contact of past client to be mentioned in CV. Also, understand that it means references of past employers and not the past clients in which person has worked. Pl confirm.  It is also requested to remove this requirement as some professionals may not like to provide and also not available for older Clients.	Bid Provisions shall prevail.
20	<b>ITC.15</b> Taxes	Request to please clarify that no other local personal /corporate / direct / indirect taxes etc apart from 3% Business Income Tax will be applicable on the Consultant and Consultant's Personnel deployed in Bhutan for Intermittent or Full time roles.  We also understand that this 3% Business Income Tax is not required to be included in the Financial Proposal and will not be evaluated. Pls confirm.	The Consultant's Personnel deployed in Bhutan for intermittent/full time roles beyond 6 months shall be liable for Personal income taxes, as applicable, for which the Employer shall issue TDS Certificate. It shall be the responsibility of Consultant's personnel to file the PIT.  Yes.
21	<b>ITC.16</b> Submission of Proposal	Please clarify if the proposal is to be sent by E-mail only in soft copy or to be submitted in hard copy also. In case hard copy is to be submitted, it is requested to please allow for atleast 10 days for submission of hard copy beyond specified date of submission of proposal to send by courier.	Proposal should be submitted either by email in soft copy or through hard copy.



Sl. No.	References	Bidder's Queries/Clarifications	Employer's Clarifications
22	<p><b>ITC: 16.3 &amp; ITC 16.9: Page 20 of the RFP Document.</b> The consultant must submit the original and one copy of the technical proposal and the original of the financial proposal.</p> <p><b>ITC 18: Electronic submission</b></p>	We understand that the bidder is required to submit one original and one copy of the Technical proposal, along with the Financial Proposal, as well as a soft copy of the Technical proposal by email as part of the bid submission. Please confirm the same.	<p>For a hard copy submission, the bidder should submit the original &amp; one copy of both the technical &amp; financial proposal. No submission by email is required.</p> <p>For an electronic submission, the bidder should submit both the technical and financial bid as detailed under BDS/ITC.18 of the Bidding Document.</p>
23	<p><b>Section-III (Bid Data Sheet)</b> ITC 20.1 Evaluation of consulting firms</p>	a) Consulting Firm's General Experience The years of experience of Consulting Firm is not mentioned. Please provide the same to avoid any ambiguity.	Bid provisions shall prevail.
24	<p><b>Section-III (Bid Data Sheet)</b> ITC 20.1 Evaluation of consulting firms</p>	<p>b) Having successfully completed.....</p> <p>This clause may please be deleted. In India, number of hydropower projects have been in existence for the construction of similar size or even bigger size of projects. ICCS has been in hydropower consultancy business since last more than 28 years and successfully commissioned lots of projects of similar size.</p>	Bid provisions shall prevail.
25	<p><b>Section III Data Sheet 16.3 &amp; 16.9</b> The Consultants must submit Original &amp; ONE Copy (In case of Hard Copy)</p> <p><b>Section III Data Sheet ITC 18.1</b> For Electronic Submission: Password of technical proposal will be submitted...</p>	Kindly confirm electronic submission with password protected documents is allowed.	Yes.
26	<p><b>Clause No. 16.2 of ITC on Page 11</b> An authorized representative of the Consultant shall initial all pages of the Technical &amp; Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the proposal.</p>	We will submit Board Resolution in lieu of Power of Attorney which clearly gives full authority to our Managing Director, to sign the proposal. Please confirm, if the same shall be accepted.	Bid provisions shall prevail.



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27	<p><b>Clause No. ITC 3.3 on Page 5</b> 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:</p> <ul style="list-style-type: none"> <li>a) They are not current employees of their previous official employer,</li> <li>b) They are on leave without pay from their official position, and</li> <li>c) They are allowed to work full-time outside of their previous official position.</li> </ul> <p>Such certification (s) shall be provided to the client by the Consultant as part of its Technical Proposal.</p>	<p>We understand that this clause is applicable for the staff proposed by the consultant who are residents / citizens of Bhutan. The same shall not be applicable for the expats. Please confirm.</p>	<p>It is not applicable for the current consultancy services.</p>
28	<p><b>Clause No. ITC 11.1 and ITC 11.2 (d) of Bid Data Sheet on Page 19</b> Proposal Security shall be: BTN 50 million (or equivalent USD at the exchange rate of 1 USD = BTN 84) in the following forms:</p> <ul style="list-style-type: none"> <li>i) Cash Warrant/Demand Draft/Banker's Cheque</li> <li>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.</li> </ul> <p>The Proposal Security shall be valid till: February 19, 2025</p>	<p>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>Bid provisions shall prevail.</p>



Sl. No.	References	Bidder's Queries/Clarifications	Employer's Clarifications
29	<p><b>Clause No. ITC 11.1 and ITC 11.2 (d) of Bid Data Sheet on Page 19</b>            Proposal Security shall be: BTN 50 million (or equivalent USD at the exchange rate of 1 USD = BTN 84) in the following forms:</p> <ul style="list-style-type: none"> <li>i) Cash Warrant/Demand Draft/Banker's Cheque</li> <li>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.</li> </ul> <p>The Proposal Security shall be valid till: February 19, 2025</p>	<p>We request you to please provide the list of banks / financial institutions in India which are acceptable to client. Kindly confirm.</p>	<p>Bid provisions shall prevail.</p>
30	<p><b>Clause No. ITC 20.1 on Page 20 and 21</b>            Experience in Design and Engineering for the Construction of similar size projects (20 points)            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) 12 Points</p>	<p>Please clarify the number of projects to be submitted to score full marks.</p>	<p>Bid provisions shall prevail.</p>
31	<p><b>Clause No. ITC 20.1 on Page 20 and 21</b>            Experience in Design and Engineering for the Construction of similar size projects (20 points)            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) 12 Points</p>	<p>Considering that the RFP document is silent about parent company credentials, we understand that the Bidders can use the Parent/Holding company group credentials to get technically/financially qualified for this project. Please confirm.</p>	<p>The credentials of the Parent/Holding shall not be considered. Bid provisions shall prevail.</p>



Sl. No.	References	Bidder's Queries/Clarifications	Employer's Clarifications
32	<b>ITC.20.1</b> <b>The evaluation of Consulting Firms Sub Criteria</b> 1. Project with an installed capacity of not less than 450 MW 2. Design of Gravity Dams with height over 50m Design of underground Desilting chamber, Head Race Tunnel and Underground Powerhouse	<ul style="list-style-type: none"> <li>Please clarify how many number of projects required to achieve full marks for each criterion i.e. one or two? It is also requested to relax the requirements of having projects in two different continents as we understand requirement of Himalayan geological conditions are more important and so separate marking is already kept under it.</li> <li>We understand that the projects for 50m high dam/UG desilting chamber/powerhouse etc., is acceptable for any installed capacity and sizes. Pls confirm. Whether only commissioned projects will be considered or substantially completed (more than 90% design works) will also be considered?</li> </ul>	<ul style="list-style-type: none"> <li>Bid provisions shall prevail.</li> <li>Yes.</li> </ul> <p>Only the successfully completed project(s) will be considered.</p>
33	<b>Form TECH 2B</b> Consultant Experience	<p>We understand that the page limitation of 20 pages is for project data sheets only and experience certificates for those projects will be beyond 20 pages limitations.</p>	<p>No page limitation.</p>
34	<b>Financial Forms</b> <b>FIN Forms</b>	<p>Multiple forms are given under Form FIN-4 &amp; 5. Pls clarify which of the forms to be submitted??</p>	<p>All Forms Marked "Applicable" should be completed &amp; submitted.</p>
35	<b>SECTION IV – STANDARD BIDDING FORMS</b> <b>FORM TECH-10: Integrity Pact Statement</b>	<p>On the third page of Form Tech-10 is stated "Affix Legal Stamp". Do foreign bidders have to comply with this?</p>	<p>Not Applicable for Foreign Bidders. However, the Foreign Bidder(s) should seal &amp; sign the same.</p>
36	<b>SECTION IV – STANDARD BIDDING FORMS</b> <b>FORM TECH-12: Affidavit/Self-Declaration</b> Regarding Eligibility of Bidder	<p>We refer to the Form Tech-12 in which it is stated "To be executed on non-judicial stamp paper". In this matter we kindly ask you to clarify:            - Is it applicable to foreign bidders?            - If yes, please provide more details (amount, etc.)</p>	<p>As applicable in the bidder's registered place and/or country of business.</p>
37	<b>Ref: TOR</b> of Consultancy Services for Design and Engineering of Khorlochhu Hydropower Project, Page No-21 & ITC Clause 20.1	<p>1. Bidder has experience of Design and Engineering of its own Hydro Power stations which signifies and gives Bidder inherent capability to execute the assignment/projects like "<b>Design and Engineering of Khorlochhu Hydropower</b>".            So Bidder requests to kindly consider the Bidder's own experience as relevant experience to meet the qualifying requirement.</p>	<p>1. Bidder's own experience shall be considered subject to the fulfilment of sub-criteria, as stated in the Bid.</p>

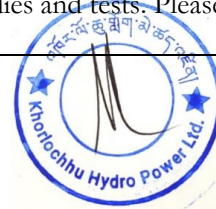




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38		<p>2. Further the requirement of “successfully completed design and engineering for construction of similar size projects (outside the Consulting firm's home country and in at least two continents) is applicable for all of the below criteria:</p> <p>a. Projects with an installed capacity of not less than 450 MW.</p> <p>b. Design of Gravity dams with heights over 50 m.</p> <p>c. Design of underground desilting chamber, Head race tunnel and underground Powerhouse.</p> <p>Does it mean that for each of the above three criteria, the consulting firm needs to have experience in two different continents???</p> <p>We further request to relax these criteria to “successfully completed design and engineering for construction of similar size projects (within or outside the Consulting firm's home country).</p>	<p>2. Bid provisions shall prevail.</p> <p>Bid provisions shall prevail.</p>
39	<b>ITC.20.1 The evaluation of Consulting Firms:</b> Main Criteria/Sub Criteria	No duration for past experience is specified and so we understand that there is no such constraints for the past experience.	There is no such constraints in the duration for the past experience.
40	<b>Section V - ToR Introduction</b>	Pls provide readable drawings for the project layout and components as available for the proper assessment of works.	Bid provisions shall prevail.
41	<b>Clause 4, sr No xxxiii: Scope of Work, page 36 of the RFP Document</b> Design Consultant shall obtain structural stability certificate of all the civil and HM work and overall scope of work from designated competent authority	We request you to kindly clarify the clause and please confirm the name of the designated competent authority.	The designated authority is the Employer/Client.
42	<b>Section V, Terms of Reference</b> RFP ToR; 4.2. Design, Engineering and Drawing services Design consultant shall obtain structural stability certificate of all the civil and HM work and overall scope of work from designated competent authority	Please furnish name of the competent authorities that are acceptable by DGPC for obtaining structural stability certificate of civil and HM work.	
43	<b>Section V – ToR 4.2 (xxxii) Structural Stability Certificate</b>	Pls advise the list of designated authorities who provide such certificates.	



Sl. No.	References	Bidder's Queries/Clarifications	Employer's Clarifications
		It is understood that all expenses of these agencies will be borne directly by the Client. Pls confirm. In case it is to be borne by the Consultant, pls advise the lumpsum value to be included in the Financial Proposal.	It shall be borne by the Employer/Client.
44	<b>Section V – ToR</b> <b>8. Key Experts, 8.1. Minimum Key Experts</b>  1. Hydropower Engineer (Team Leader) 2. Engineering Geology Expert 3. Hydraulic Expert 4. Dam Expert 5. Civil and Structural Expert 6. Underground Structural Expert 7. Electro-Mechanical Expert 8. Hydro-Mechanical Expert	a. Pls define if these positions are for national or international experts. b. Whether both Hydropower Engineer (Team Leader) and Engineer Geology Expert both are to be deployed full time on site in Bhutan or one of them. c. Is it necessary to submit the expert's academic certificate along with the CV? d. It is requested that for all positions, Bachelor's degree with adequate number of years of experience as many experts who carries extensive experience in the sector doesn't carry Master's degree. We understand that experience requirement is more adequate in comparison to Master's degree. e. Pls advice the basis of evaluation and the scoring	a. The positions are for international experts only. b. Either of them should be deployed full time at site.  c. Yes. All supporting documents should be submitted in complete. d. Bid provisions shall prevail.  e. Bid provisions shall prevail.
45	<b>Clause 8.1: Minimum Key Experts, Page 60 of the RFP Document.</b> The Hydropower Expert/ Team Leader and Engineering Geology expert shall be stationed at the project site during the entire duration of the project. Clause 8.1 Table Sr No 1 and 2, page 60 of the RFP document, Either hydropower Expert or Geology Expert-59 months Engagement in the client office.	We understand that the Consultant shall deployed one Hydropower Expert/Team Leader and One Engineering Geology Expert at site for the entire duration of the project (59 months), please confirm the same. We request you to kindly make a provision for monthly payments for these two sites based positions in the RFP, as the Consultant will be responsible for these experts. Please consider the same.	Agreed.  Not Agreed. Payment shall be as per the amended milestones payment under <b>GCC/PCC45.2.3.</b>
46	<b>Clause 4.2.2, page 57 of the RFP Document</b> Additional Investigation and Test.	The design consultant is not responsible for any survey and investigation and testing work. However, the design consultant will recommend any additional investigations if deemed necessary. The client is responsible for hiring separated agencies for these tasks and any associated costs will be covered by the client. Please confirm the same.	Yes.
47	<b>Model Studies and Hydraulics Test</b>	We understand that the client will hire a separate agency to conduct these studies and tests, and the consultant will not be responsible for any such studies and tests. Please confirm the same.	Yes.



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48	<p><b>GCC 45.2.3, Payment Terms:</b></p> <p><b>1. Advance Payment:</b> An advance payment of 10% of the contact price, in foreign currency and/or local currency shall be made within 30 days after the receipt of an advance payment bank guarantee, equivalent to the advance amount acceptable to the Client.</p> <p><b>2. Intermediate Payment:</b> 90% of the Contract Price shall be paid as per the achievement of Milestone as foreseen in the ToR. Payment for each Milestone shall be as under:</p> <ul style="list-style-type: none"> <li>i) 20% of 90% Contact Price on achievement of Milestone 1</li> <li>ii) 20% of 90% Contact Price on achievement of Milestone 2</li> <li>iii) 20% of 90% Contact Price on achievement of Milestone 3</li> <li>iv) 15% of 90% Contact Price on achievement of Milestone 4</li> <li>v) 5% of 90% Contact Price on achievement of Milestone 5</li> </ul> <p><b>3. Final Payment:</b> 10% of the Total Contact Price shall be released after the issuance of final completion certificate by the Client</p>	<p>The given payment terms are highly cash negative. It is suggested that remaining 90% payment after advance shall be payable on monthly basis being continuous detailed design services and site deployments which require monthly basis cash flow. It is proposed to discuss the payment terms in pre-bid meeting.</p>	<p>The Payment Terms under the <b>GCC/PCC45.2.3, 2. Intermediate Payment</b> is amended as follows:</p> <p>90% of the Contract Price shall be paid as per the achievement of Milestone as foreseen in the ToR. Payment for each Milestone shall be as under:</p> <ul style="list-style-type: none"> <li>i) <b>25%</b> of 90% Contact Price on achievement of Milestone 1</li> <li>ii) <b>25%</b> of 90% Contact Price on achievement of Milestone 2</li> <li>iii) <b>20%</b> of 90% Contact Price on achievement of Milestone 3</li> <li>iv) <b>20%</b> of 90% Contact Price on achievement of Milestone 4</li> <li>v) <b>10%</b> of 90% Contact Price on achievement of Milestone 5</li> </ul>
49	<p><b>Section VII, Special Conditions of Contract GCC45.2.3</b> Payment Terms – 2. Interim Payment</p>	<p>The total is adding up to 80% only. Pls review.</p>	
50	<p><b>Clause ITC 45.1.2 Page 110 and 111 of the RFP Document, Remuneration and Reimbursable Expenses</b> FORM FIN 5, page 49 of the RFP document *Per diem and round trip tickets for short term visits shall be paid on actual number of trips requested by client.</p>	<p>We understand that the client shall reimburse the expenses (Airfare, communication, vehicle, Boarding and Lodging etc. for any visits) incurred by the consultant in the performance of the service/site visit requested by clients.</p>	<p>The consultant shall arrange at their own costs.</p>



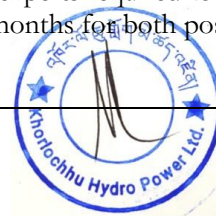
Sl. No.	References	Bidder's Queries/Clarifications	Employer's Clarifications
51	<b>Clause GCC 35, 35.1, page 107 of the RFP Document:</b> Equipment, Vehicles and material provided by client	We understand that the client shall provide the equipment's, vehicles and material needed throughout the project's duration for the site experts and any experts visiting the site as needed. Please confirm the same.	The consultant shall arrange at their own costs.
52	<b>Clause 5: page 57 and 58 of the RFP Document.</b> The duration of the implement of 600 MW Khorlochhu project is 59 months. The duration of consultancy for the design consultant will be the same. However in the event that project is delayed for the season not attributable to the design consultant, the design consultant shall remain under obligation the duration of consulting services, as may be required to complete the project	There is no provision for price variations and the project duration is 59 months, therefore, we kindly request the inclusion of a price variation clause in the RFP. In line with industry practices, this adjustment should entail a 10% and become effective after the 13 months of the contract.  Additionally, if the project is delayed due to various reasons, the retention of the on-site experts may be affected, therefore we request you to kindly establishment of a monthly payment arrangement for these experts during the extended period. Please confirm the same.	Bid provisions shall prevail.  In the event that the project is delayed for reason(s) not attributable to the Design Consultant, the Design Consultant shall remain under obligation to extend the duration of the consulting services, as may be required, to complete the project, with no additional cost to the Employer/Client.
53	<b>Clause GCC 16.2: Liquidated Damages.</b> Applicable as under, if the consultant fails to complete the work as per the scope that would adversely affect the project schedule for want of deliverables from the consultant, the client shall serve notice for such delays to the consultant, without prejudice to its other remedies under the contract, the client shall levy liquidated damages at the rate of 0.5% of the executed price for delay of each day subject to maximum of 10% of the executed price.	We kindly request the amendment to this clause in accordance with standard consulting practice, damage for delay are limited to 0.5% of the executed price. Kindly confirm the same.	Bid provisions shall prevail.
54	<b>Annexure 1: Details of work done by WAPCOS, Page 68 of the RFP Document</b>  List of soft copies of documents (in pdf format)	We understand that the client shall provide the editable design files, reports & documents as well as Drawings in DWG format to the successful bidder. Please confirm the same	The Employer/Client shall provide the soft copies of the documents to the extent available.



Sl. No.	References	Bidder's Queries/Clarifications	Employer's Clarifications
55	<p><b>Annexure -1: Details of Works done by WAPCOS, para 3, page 68 of the RFP Document</b></p> <ul style="list-style-type: none"> <li>In accordance with the TOR to carry out the allied works for KHEL through WAPCOS but outside the scope of payment of consultancy contract at actual costs plus 20% WAPCOS fee, the following studies were planned to be carried out but did not come to fruition pending the halt of the project after the exit of SJVNL in process towards exit, the preliminary discussion had taken place with these agencies through WACPOS <ul style="list-style-type: none"> <li>- 2D &amp; 3D Linear and Non- Linear Dynamic analysis of and design of concrete gravity dam by IIT Roorkee.</li> <li>- Transient Analysis/ Hydraulics/ Mathematical model study of surge shaft through IRI Roorkee.</li> <li>- 3D Numerical Model studies of Underground Cavern through BIRM, Bengaluru</li> <li>- Slop stability Analysis of Dam slop by NIRM, Bengaluru</li> </ul> </li> </ul>	<p>We understand that the design consultant will not be responsible for any studies or analyses, as specified in Annexure A, paragraph 3 of the RFP document and sr no 2 of the pre bid queries. The client will engage separate agencies for these tasks, and any associated costs will be covered by the client. Please suggest and confirm the same.</p>	<p>The Employer/Client will engage separate agencies for these works at its own costs.</p>
56	<p><b>Clause 3: Scope of Work, sr no xix, Page 53 to 60 of the RFP Document</b></p> <p>Design consultant shall carryout 3D based design for civil and HM package</p>	<p>We understand that the Design Consultant will be responsible for preparing the detailed design for the Civil package and reviewing the design for the HM package of the project, as HM &amp; E&amp;M design is generally done by HM &amp; E&amp;M contractors. The design consultant shall review the design and provide the technical specification for HM &amp; E&amp;M works. please suggest and confirm the same</p>	<p>Bid provisions shall prevail.</p>
57	<p><b>Clause 4.2.4: page 57 of the RFP Document</b></p> <p>As built drawings</p>	<p>We understand that the contractor will prepare the As-built drawings for civil works, which the consultant will review and submitted to the client. Please confirm the same.</p>	<p>Bid provisions shall prevail.</p>



Sl. No.	References	Bidder's Queries/Clarifications	Employer's Clarifications
58	<p><b>Clause 4.2, Sr No xxvi and xxviii page 56 of the RFP Document</b></p> <ul style="list-style-type: none"> <li>• Design Consultant will be responsible for time bound review of the documents &amp; drawings submitted by contractors and shall forward its review comments/ approval within 7 days of receipt of the document &amp; drawings.</li> <li>• Release of Design Consultant scope of detailed design and engineering documents &amp; drawings as per agreed schedule and review &amp; turnaround of contractors design and engineering documents within 7 calendar days after receipt.</li> </ul>	<p>We kindly request a minimum of 15 days' for submitting the approved drawings, as a 7 days' time frame is too short for a thorough review, providing comments, and approval of the design and drawings submitted contractors, please consider this review and confirm the same.</p>	<p>Bid provisions shall prevail.</p>
59	<p><b>Detailed Scope of Consultancy Services, page No. 61</b></p> <p>The Design Consultant shall:</p> <p>i) Detailed Scope of Work</p> <ul style="list-style-type: none"> <li>• Assist the Client in finalization of contract packaging philosophy for E&amp;'d.....</li> <li>• Assist in award of main contracts of H&amp;M and E&amp;M.</li> </ul> <p>ii) Design Consultant shall be required to provide services not envisaged or specifically mentioned therein, but are otherwise required for completion of the project. The duration of completion of project has been mentioned as 59 months and it has also been mentioned that the scope mentioned is not exhaustive and may also include other activities.</p> <p>iii) Duration of services – 59 months</p>	<p>Due to the non-specific definition of scope, the work does not seem to be clearly defined in the tender document. 59 months seems to be a very long duration for design and Engineering work which also hints that the exact scope of work is not clear.</p> <p>Without a clear scope of work, it becomes very difficult to prospect any project and produce a competitive bid for the same.</p> <p>We request the respected authority to kindly clarify the scope of work so that the costing can be done accordingly.</p>	<p>Bid provisions are clear and it shall prevail.</p>
60	<p><b>Form Fin 5</b></p> <p>Reimbursable Break Up 2.2 Round Trip Ticket for Experts</p>	<p>We request this shall be per Trip per Person.</p>	<p>Yes.</p>
61	<p><b>Terms of Reference 8.1</b></p> <p>Minimum Experts – Team Leader and Engineering Geologist have to be stationed at project site for entire period.</p>	<p>Pls confirm deputation of both experts required for 59 months each or it is overall 59 months for both position put together.</p>	<p>Only One Expert (i.e. either Team Leader and/or Engineering Geologist) should be deputed for entire period of 59 months.</p>



Sl. No.	References	Bidder's Queries/Clarifications	Employer's Clarifications
62	<p><b>Section V, Terms of Reference (ToR)</b> RFP ToR; 3 General Scope of Services.</p> <p>Review of contract documents of civil works, awarded or to be awarded and assist the client in receiving the contracts for expeditious commencement of works</p>	<p>We understand that there are a total of five packages namely, KC 1, KC 2, KC 3 (civil works), Hydro-mechanical works, and Electro- mechanical works. Please clarify if there are any other packages expected during execution other than the above packages.</p>	<p>No other Package is envisaged.</p>
63	<p><b>Section V, Terms of Reference</b> RFP ToR; 4.1 Tendering, Bid evaluation and contract award services. Assist and advise the client in preparation for the pre-bid meetings, bid evaluations, technical recommendations</p>	<p>We understand the design consultant will be assisting client in pre bid meetings. Please clarify whether the pre-bid meetings will be held online/offline.</p>	<p>Bid provisions shall prevail.</p>
64	<p><b>Section V, Terms of Reference</b> RFP ToR; 4.2.1 Preparatory work.</p> <p>Review available hydrological data in order to verify design floods, including the requirements during the construction period.</p>	<p>1) We understand that site data related to hydrology, topographical survey, geological investigation, environmental etc., if needed for the review, same will be provided by Client to consultant at free of cost. 2) All existing data, reports, drawings etc. will be provided in editable format to consultant.</p>	<p>1) Yes. 2) Yes.</p>
65	<p><b>Section V, Terms of Reference</b> RFP ToR; 4.2.3 Basic and Detail Design.</p> <p>Dam break analysis shall be carried out till the India Border using appropriate software</p>	<p>Dam break analysis will be carried out by the Consultant adopting standard software like HEC-RAS. Also, we presume that all the necessary data (including river cross-section survey upto the point of interest /India border for 1D Modelling) shall be provided by Client to design consultant. Accordingly, we have not made any provision towards the data collection and any surveys.</p>	<p>Yes.</p>
66	<p><b>Section V, Terms of Reference</b> RFP ToR; 4.2. Design, Engineering and Drawing services Physical hydraulic model tests and studies already awarded to Central Water and Power Research Station (CWPRS), Pune, India. The design consultant shall review the works already completed and continue with CWPRS on the balance physical model studies</p>	<p>Please clarify whether the design consultant need to witness the physical model studies that will be carried out by CWPRS (Pune).</p>	<p>Design &amp; Engineering Consultant need to witness the Physical Model Studies, if required by the Employer/Client.</p>



Sl. No.	References	Bidder's Queries/Clarifications	Employer's Clarifications
67	<p><b>Section V, Terms of Reference</b> RFP ToR; 4.2.4 As-built drawings</p> <p>Preparation of As-built drawings for civil to be submitted to client</p>	<p>As design consultants not involved in site supervision activities hence, we assume that all the inputs required like markup etc., for the preparation of As-built drawings will be provided by Contractor/DGPC to the design consultant.</p>	<p>The Employer/Client will provide the necessary inputs.</p>
68	<p><b>Section V, Terms of Reference</b> RFP ToR; 5) SCHEDULE</p> <p>The duration of the implementation of 600MW Khorlochhu project is 59 Months</p>	<p>We understand that the contract period for design consultancy services is 59 months. This period includes Tendering process also. Hence, construction period 59 months seems to be less for the preparation of as-built drawings. This may be reviewed and confirmed.</p>	<p>Bid provisions shall prevail.</p>
69	<p><b>SECTION V – TERMS OF REFERENCE 3 GENERAL SCOPE OF SERVICES</b></p> <p>Preparation of tender document for yet to be awarded contract packages</p>	<p>We understand that this service is to be provided for EM and HM lots only. Please confirm.</p>	<p>Yes.</p>
70	<p><b>SECTION V – TERMS OF REFERENCE 4 DETAILED SCOPE OF CONSULTANCY SERVICES xix)</b></p> <p>Design Consultant shall carry out 3D based design for Civil and HM package, shall share with EM package vendor and ensure integration of the same. Design Consultant shall share all the native files of drawings, document &amp; 3D model to client as and when asked for and at the end of the project. xxxii) Design Consultant shall obtain structural stability certificate of all the civil and HM work and overall scope of work from designated competent authority</p>	<p>We understand that the design of HM works will be developed by the contractor and review by the Design Consultant. We therefore consider the following activities, as far as the HM component is concerned, are contractor's responsibility and therefore outside of the Design Consultant:</p> <ul style="list-style-type: none"> <li>• 3D design of HM package</li> <li>• structural stability certificate of HM work.</li> </ul> <p>Please confirm our understanding.</p>	<p>Yes.</p>
71	<p><b>General</b></p>	<p>The Terms of Reference mentioned “preparation of tender documents, bid management till award of contract, contract management, planning, scheduling, monitoring and reporting”, however, there is no mention of Contract and Scheduling experts in the list of experts required by the consultant to carry out these services. –kindly confirm the same and modify the expert's requirements thru corrigendum.</p>	<p>The Design Consultant should have full range of experts required to provide completeness of services for the successful implementation of the project and at no additional costs to the Employer/Client.</p>

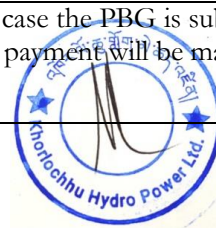




Sl. No.	References	Bidder's Queries/Clarifications	Employer's Clarifications
72	<b>General</b>	Pls include this Clause: ACCESS TO PROJECT SITE: The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.	Bid provisions shall prevail.
73	<b>GCC 45.2.4, page 118 of the RFP Document Terms and Condition of Payment, Advance payment.</b> An advance payment of 10% of the contract price, in foreign currency and / or local currency shall be made within 30 days after the receipt of an advance payment bank guarantee, equivalent to advance payment amount, acceptable to the client. The advance payments will set off by the client in equal installments within the first 30 months of the services until the advance payments have been fully set off.	We kindly request clarification on this clause. The first paragraph states that the client shall make an advance payment of 10% within 30 days of receiving the advance bank guarantee. However, the second paragraph indicates that the client will recover the advance payment in equal installments over the first 30 months of services until the full amount has been set off. We kindly request the removal of this second paragraph, as the consultant has already submitted the 10% advance bank guarantee, to maintain a positive cash flow, we request that full advance payment be made within 30 days. Kindly confirm the same.	Bid provisions shall prevail.
74	<b>Section-V, (Terms of Reference),</b> 8.2 Qualification and Responsibility of Key Experts	Experience of Engineering Geology Expert The total experience of the proposed Engineering Geology Expert may please lowered to 13 years.	Bid provisions shall prevail.



Sl. No.	References	Bidder's Queries/Clarifications	Employer's Clarifications
75	<p><b>SECTION V – TERMS OF REFERENCE 4 DETAILED SCOPE OF CONSULTANCY SERVICES</b></p> <p>xxvi) Design Consultant will be responsible for time bound review of the documents &amp; drawings submitted by contractors and shall forward its review comments / approval within 7 calendar days of receipt of the documents &amp; drawing. Design Consultant shall be responsible for maintaining the quality of review to limit the no. of revisions of the drawings and documents. Design Consultant shall also be responsible for maintaining the records of any change in approved design during implementation at site and shall certify and resubmit in 'as-built drawings.</p> <p>xxviii) Design Consultant shall be responsible for identifying the gap, inaccuracy and in-adequacy of engineering and design done by package contractors and shall provide appropriate solution/ inputs for its correction. Design Consultant shall also be responsible to identify any change in design and or scope of the package contractors during execution of the project and shall review and forward its recommendation / views on the change order arising out of it with proper justification. Design Consultant shall be responsible to timely analyze and resolve the technical &amp; quality related issues (if any) arise during execution of the project.</p>	Please confirm that services related to items xxvi) and xxviii) are applicable for EM and HM package only.	It is applicable for all Main Contract Packages (i.e. Main Civil Works, E&M and HM Works).
76	<p><b>Section VII, Special Conditions of Contract GCC10.1</b> Performance Security</p>	Pls confirm if the successful consultant is a JV, the PBG is to be submitted by the Lead Partner or individual JV partners.	PBG should be submitted by the Lead Partner.
77	<p><b>Section VII, Special Conditions of Contract GCC45.2.3</b> Payment Terms</p>	In continuation above query, in case the PBG is submitted by Lead Partner, we assume the payment will be made to JV Lead partner. Pls confirm.	Payment will be made to the Lead Partner.



Sl. No.	References	Bidder's Queries/Clarifications	Employer's Clarifications
78	<b>ITC.2.1</b> Time for Completion: 59 months from the date of Contract signing	What are the potential implications if the project period extends beyond the consultant's scheduled timeline due to condition beyond the control of the consultant? Pls advice how the Consultant will be commercially compensated for the extended period.	In the event that the project is delayed for reason(s) not attributable to the Design Consultant, the Design Consultant shall remain under obligation to extend the duration of the consulting services, as may be required, to complete the project, with no additional cost to the Employer/Client.
79	<b>Section VII, Special Conditions of Contract GCC45.2.1</b> Payment Terms – Lumpsum Payment	We request that in case the project is delayed beyond 59 months due to reasons beyond control of Consultant, consultancy fee for balance scope of work shall be revised on mutually agreed rates .	
80	<b>Clause 5 Schedule, Page 57 &amp; 58</b> “The duration of the implementation of 600 MW Khotlochhu projects is 59 months. The duration of consultancy services for the Design Consultant will be the same as duration for project. However, in the event that the project is delayed for reasons not attributable to the Design Consultant, the Design Consultant shall remain under obligation to extend the duration of consulting services, as may be required, to complete the project.	It is requested to modify the clause as under.  “The duration of the implementation of 600 MW Khotlochhu projects is 59 months. The duration of consultancy services for the Design Consultant will be the same as duration for project. However, in the event that the project is delayed for reasons not attributable to the Design Consultant, the Design Consultant shall remain under obligation to extend the duration of consulting services, as may be required, to complete the project. <u>The remuneration for the extended period shall be mutually agreed by the parties and be added to the contract price of consulting agreement.</u> ”	Bid provisions shall prevail.
81	<b>Section VII, Special Conditions of Contract GCC 16.2</b> Liquidated Damages -0.05% of executed price for delay of each day	We request 0.05% per day shall be levied on the respective milestone value rather than overall contract value. And if the overall timeline is met by the consultant, then such accrued LDs shall be released by the Client.	Bid provisions shall prevail.
82	<b>Section VII, Special Conditions of Contract GCC 19.1</b> Limitation of Liability 1.1 times of total value of Contract	This is service contract and its standard practice to keep 1time contract value as the cap on liability. Request you to keep 1 time contract value as liability cap.	Bid provisions shall prevail.
83	<b>Clause No. 29.1/General Conditions of Contract</b> 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.	



Sl. No.	References	Bidder's Queries/Clarifications	Employer's Clarifications
84	<b>GCC.29.1/Special Conditions of Contract/Interest on delayed payments</b>	As per industry practice for such long term assignments, it is requested to modify the clause as under: “For each day of delay after the due date for payment, the client shall pay an interest to the consultant @ 10% per anum”	Bid provisions shall prevail.
85	<b>Clause No. 29.1/SCC on Page 117</b> Limitation of the Consultant's Liability towards client: 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 Client's property, shall not be liable to Client: 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. 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.	As per standard industry practice for similar tenders, we request you to modify the clause as under: Limitation of the Consultant's Liability towards Client: 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 client property, shall not be liable to client: <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. 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. c) In no case, the Consultant shall be liable to towards client 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	Bid provisions shall prevail.



**Amendment No.01 dated November 20, 2024 to the RFP Document**

**Name of Service: Consultancy Service for Design & Engineering of Khorlochhu Hydropower Project**  
**RFP Reference No.: KHPL/P&C/Design Conlt./2024/9831 dated October 19, 2024**

In accordance with ITC.10.3 of the RFP Document, the Employer/Client hereby issues the following amendment(s) as given below:

Sl. No.	Clause Reference	Clause/Particulars
<b>A. SECTION-III: BID DATA SHEET</b>		
1	ITC.7.1	Proposal must remain valid till: <b>January 27, 2025</b>
2	ITC.11.1 and ITC.11.2 (d)	<p>Proposal Security shall be: <b>BTN 10 million (or equivalent USD at the exchange rate of 1 USD = BTN 84)</b> in the following forms:</p> <ul style="list-style-type: none"> <li>i) Cash Warrant/Demand Draft/Banker's Cheque;</li> <li>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;</li> <li>iii) For foreign bidders, an International Bank Transfer will be accepted for an amount of <b>USD 119,050.00</b> only. The Beneficiary detail is provided below:</li> </ul> <p style="text-align: center;"><b>Beneficiary Name: Khorlochhu Hydro Power Limited,</b>  <b>Bank Account No.: 200038640</b>  <b>Swift Code: BHUBBTBT</b></p> <p>The Proposal Security shall be valid till: <b>February 26, 2025.</b></p>
3	ITC.16.3 and ITC.16.9	<p>Date &amp; Time (BST) up to which Proposals will be received:</p> <p style="text-align: center;"><b>Date: November 28, 2024</b>  <b>Time: 15:00 Hours</b></p>
4	ITC. 18	<p>The Proposal shall be opened on:</p> <p style="text-align: center;"><b>Date: November 28, 2024</b>  <b>Time (BST): 15:30 Hours</b></p>
5	ITC.20.1	<p><b>3. Adequacy of Proposal (10 Points)</b></p> <ul style="list-style-type: none"> <li>a) Technical Approach &amp; Methodology = <b>5 points</b></li> <li>b) Organization and Staffing = <b>2.5 points</b></li> <li>c) Work Plan = <b>2.5 points</b></li> </ul>
<b>B. SECTION VII – SPECIAL CONDITIONS OF CONTRACT</b>		
6	GCC.45.2.3	<p><b>Terms and Condition of Payment</b></p> <p><b>1. Advance Payment</b></p> <p>An <b>advance payment of 10% (Ten percent) of the Contract Price</b>, in foreign currency and/or local currency shall be made within 30 days after the receipt of an advance payment bank guarantee, equivalent to advance amount, acceptable to the Client.</p> <p>The advance payments will be set off by the Client in equal instalments within the first 30 months of the Services until the advance payments have been fully set off.</p> <p><b>2. Intermediate Payment</b></p> <p><b>90% of the Contract Price</b> shall be paid as per the achievement of Milestone as foreseen in the ToR. Payment for each Milestone shall be as under:</p> <ul style="list-style-type: none"> <li>i) <b>25%</b> of 90% Contact Price on achievement of Milestone 1</li> <li>ii) <b>25%</b> of 90% Contact Price on achievement of Milestone 2</li> <li>iii) <b>20%</b> of 90% Contact Price on achievement of Milestone 3</li> <li>iv) <b>20%</b> of 90% Contact Price on achievement of Milestone 4</li> <li>v) <b>10%</b> of 90% Contact Price on achievement of Milestone 5</li> </ul> <p><b>3. Final Payment</b></p> <p><b>10% (Ten percent) of the Total Contract Price</b> shall be released after the issuance of final completion certificate by the Client.</p>

