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**DrukGreen**

(a dhi company)

**REQUEST FOR PROPOSAL  
FOR  
ENVIRONMENTAL AND SOCIAL IMPACT ASSESSMENT  
(ESIA) FOR INTEGRATED GONGRI HYDROPOWER  
PROJECT AND JERI PUMPED STORAGE PROJECT**

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**TENDER NO: CO 0049/2024 DATED DECEMBER 6, 2024**

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## SECTION I – LETTER OF INVITATION



## LETTER OF INVITATION

Druk Green Power Corporation Limited  
Projects and Contract Department  
Thimphu, Bhutan

### (INTERNATIONAL COMPETITIVE BIDDING)

For

### Consultancy Services for Environment and Social Impact Assessment (ESIA) for Integrated Gongri Hydropower Project and Jeri Pumped Storage Project

RFP No: CO 0049/2024

December 6, 2024

Druk Green Power Corporation Limited (DGPC) invites proposals to provide consulting services for “**Environment and Social Impact Assessment (ESIA) for Integrated Gongri Hydropower Project and Jeri Pumped Storage Project**”. Detailed scope of consulting services is provided in the Terms of Reference (refer Section VII).

The Proposals shall include all required information and documents as stipulated in the Bid Data Sheet. The Proposals shall be submitted latest by **January 6, 2025** and shall be opened on the same day at 15:30 hrs (BST). *The Bidders have the option of electronic submission of their Proposals for which the Proposals must be submitted in pdf format and password protected. The password for the Proposals shall be shared by the Bidders on the day of the opening of the Proposals before 15:00 hrs.*

The requirements for responding to this invitation are provided in the complete RFP Document, comprising of the following:

- Section I - Letter of Invitation
- Section II - Instructions to Consultants
- Section III - Bid Data Sheet
- Section IV - Standard Bidding Forms
- Section V - General Conditions of Contract
- Section VI - Special Conditions of Contract
- Section VII - Terms of Reference
- Section VIII - Standard Forms of Contract
- Section IX - Performance Evaluation System

A consulting firm will be selected under Quality and Cost Based Selection (QCBS) procedure as described in the RFP Documents.

Please acknowledge receipt of this Letter of Invitation and RFP Documents.



**Address for responses:**

Manager  
Contracts Section  
Projects and Contract Department  
Druk Green Power Corporation Limited  
Post Box No. 1351  
Motithang, Thimphu, Bhutan.  
Email: [s.choden272@drukgreen.bt](mailto:s.choden272@drukgreen.bt)

Thanking you.

Yours sincerely,



(Sonam Choden)  
Manager, Contracts Section





**SECTION II – INSTRUCTION TO CONSULTANTS**



## SECTION II – INSTRUCTION TO CONSULTANTS

### ITC. 1. Definitions

ITC.1.1. Unless otherwise stated, throughout this RFP, definitions and interpretations shall be as prescribed in the General Conditions of Contract (GCC).

### ITC. 2. Introduction

ITC.2.1. DGPC will select the Consultant from those listed in the Letter of Invitation in accordance with the method of selection specified in the Bid Data Sheet (BDS). The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the BDS for Consulting Services required for the assignment named in the BDS. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

ITC.2.2. Consultants should familiarize themselves with local conditions and take these into account in preparing their Proposals if necessary.

ITC.2.3. DGPC will provide at no cost to the Consultant the inputs and facilities specified in the BDS as per requirement, assist the Consultant on best effort basis in obtaining licenses and permits needed to carry out the Services, and make available relevant project data and reports.

ITC.2.4. Consultants shall bear all costs with the preparation and submission of their proposals and contract negotiation. DGPC is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the DGPC.

### ITC. 3. Conflict of Interest

ITC.3.1. DGPC requires that Consultants provide professional, objective and impartial advice, and at all times hold DGPC's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests, and act without any consideration for future work. Without limitation on the generality of the foregoing Consultants, and any of their affiliates, shall be considered to have a conflict of interest, and shall not be awarded a contract, under any of the circumstances set forth below:

- a) **Conflicting Activities:** A firm that has been engaged by DGPC to provide goods, works or services other than Consulting Services for a project, and any of its affiliates, shall be disqualified from providing Consulting Services related to those goods, works or services. A firm hired to provide Consulting Services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services resulting from or directly related to the firm's Consulting Services for such preparation or implementation. For the purposes of this clause, services other than Consulting Services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
- b) **Conflicting Assignments:** A Consultant, including its Sub Consultants, affiliates and the Personnel of any of the foregoing, shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for DGPC or for another Procuring Agency. Similarly, a Consultant hired to prepare Terms of Reference for an assignment, or otherwise to provide any other services during the preparatory stages of the assignment or of the project of which the assignment forms a part, shall not be hired for the assignment in question.
- c) **Conflicting Relationships:** A Consultant, including its Sub Consultant, affiliates and the Personnel of any of the foregoing:
  - i. that has a business relationship with a member of DGPC's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms



of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to DGPC throughout the selection process and the execution of the Contract.

- ii. that employs or otherwise engages a spouse, or any of the dependent parent of an employee or close relative of DGPC employee, shall not be eligible to be awarded a Contract. For the purposes of this sub-paragraph, a close relative is defined as immediate family which includes, brother, sister, and own children.

ITC.3.2. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interests of DGPC, or that may reasonably be perceived as having Conflict of Interest. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

ITC.3.3. 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.

ITC.3.4. When the Consultant nominates any former employee of DGPC as Personnel in its Technical Proposal it must ensure, and so certify in its Technical Proposal, that no conflict of interest exists in the scope of the former employee's inclusion within the Consultant's Personnel being proposed to provide the Consultancy Services.

#### **ITC. 4. Fraud and Corruption**

ITC.4.1. DGPC requires that Consultants, their Sub-Consultants and the Personnel of them both, shall observe the highest standards of ethics during the procurement process and execution of contracts. In pursuance of this policy, the terms "Corrupt practice", "Fraudulent practice", "Collusive practice", "Coercive practice and "Obstructive practice" shall be as per definition in **GCC.12**.

ITC.4.2. DGPC will reject a Proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the Contract in question.

ITC.4.3. DGPC will sanction a Consultant or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if at any time it determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, for the Contract in question.

ITC.4.4. DGPC requires that Consultants, as a condition of admission to eligibility, execute and attach to their Bids an Integrity Pact Statement in the form provided in FORM TECH-10: Integrity Pact Statement of Section III. Failure to provide a duly executed Integrity Pact Statement may result in disqualification of the Bid; and

ITC.4.5. DGPC will report any case of corrupt, fraudulent, collusive, coercive or obstructive practice to the relevant agencies, including but not limited to the Anti-corruption Commission (ACC) of the Kingdom of Bhutan, for necessary action in accordance with the statutes and provisions of the relevant agency.



ITC.4.6. Furthermore, the Bidders shall make themselves fully aware of the provisions stated in **GCC.12**.

ITC.4.7. Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Form FIN-1 of Section IV.

#### **ITC. 5. Eligible Countries**

ITC.5.1. Consultancy Services provided under the Contract may originate from any country except if:

- a) as a matter of law or official regulation, RGoB prohibits commercial relations with that country; or
- b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Bhutan prohibits any services from that country or any payments to persons or entities in that country.

#### **ITC. 6. Only One Proposal per Consultant**

ITC.6.1. A Consultant may only submit one proposal against this RFP. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, in more than one proposal.

#### **ITC. 7. Proposal Validity**

ITC.7.1. The BDS indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of professional staff nominated in the Proposal. DGPC will make its best efforts to complete evaluation and negotiations within this period. Should the need arise, DGPC may request Consultants in writing to extend the validity period of their proposals. Consultants who agree to such extension shall confirm in writing that they maintain the availability of the professional staff nominated in the Proposal or, in their confirmation of extension of validity of the Proposal. Consultants could submit new staff in replacement who would be considered in the final evaluation for Contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

#### **ITC. 8. Eligibility of Sub-consultants**

ITC.8.1. In case a shortlisted Consultant intends to associate with other Consultants who have not been shortlisted and/or individual expert (s), such other Consultants and/or individual expert (s) shall be subject to the eligibility criteria as are stipulated in the BDS.

#### **ITC. 9. Exclusion of Consultant or Sub-consultant**

ITC.9.1. A Consultant and any Sub-consultant shall not be permitted to submit a proposal or to be awarded a Contract under any of the following circumstances:

- a) The Consultant/ Sub-consultant is insolvent or is in receivership or is a bankrupt or is in the process of being wound up; or has entered into an arrangement with the creditors; or
- b) The Consultant's/ Sub-consultant's affairs are being administered by a court, judicial officer or appointed liquidator; or
- c) The Consultant/ Sub-consultant has suspended business or is in any analogous situation arising from similar procedures under the laws and regulations of his country of establishment; or



- d) The Consultant/ Sub-consultant has been found guilty of professional misconduct by any competent authority as per law; or
- e) The Consultant/ Sub-consultant has been guilty of misrepresentation in supplying information in its proposal or in the prior process leading to it being classified as a shortlisted Consultant; or the Consultant/ Sub-consultant has not fulfilled his obligations with regard to the payment of taxes, social security or other payments due in accordance with the laws of the country in which he is established or of the Kingdom of Bhutan; or
- f) The Consultant/ Sub-consultant has been declared by DGPC to be ineligible for participation in invitation of proposal on account of any fraud and/or corruption in competing or executing a Contract; or
- g) The Consultant/ Sub-consultant has not fulfilled any of the contractual obligations with the DGPC in the past; or
- h) The Consultant/ Sub-consultant has been debarred from participation in public procurement by any competent authority as per law.

## **ITC. 10. Clarifications and Amendments of RFP Documents**

ITC.10.1. Consultants may request a clarification of any part of the RFP document up to the date indicated in the BDS before the proposal submission date. Any request for clarification must be sent in writing to DGPC's address indicated in the BDS. DGPC will respond in writing, and will send written copies of the response (including an explanation of the query but without identifying the source of the inquiry) to all Consultants, not later than 15 days prior to the dateline/extended dateline for submission of proposals. Should DGPC deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under **ITC.10.3** below.

ITC.10.2. A pre-proposal meeting will be conducted only if strictly necessary to clarify doubts and concerns of the shortlisted Consultants prior to submission of proposals. Consultants are encouraged to attend a pre-proposal meeting if one is specified in the BDS. Attending the pre-proposal meeting is optional. Minutes of the pre-proposal meeting shall be circulated to all shortlisted Consultants.

ITC.10.3. At any time before the submission of Proposals DGPC may amend the RFP by issuing an addendum in writing. The addendum shall be sent to all shortlisted Consultants and will be binding on them DGPC shall in no way responsible for any ignorance of the Consultant about the amendment to the proposals. To give Consultants reasonable time in which to take an addendum into account in their Proposals, DGPC may, if the addendum is substantial, extend the deadline for the submission of Proposals.

## **ITC. 11. Proposal Security**

ITC.11.1. The Consultant shall furnish, as part of its Proposal, a Proposal Security in original form, denominated in the currency and in the amount specified in the BDS.

ITC.11.2. The Proposal Security shall:

- a) at the Consultant's option, be in any of the following forms:
  - i. a Cash Warrant; or
  - ii. a Demand Draft; or
  - iii. Banker's Cheque/Cash order; or
  - iv. a Bank Guarantee as per Form Tech-14 of Section III
- b) be issued by a financial institution of Bhutan or any foreign bank acceptable and enforceable in any financial institution of Bhutan;



- c) be promptly payable upon written demand by DGPC in case any of the conditions listed in **ITC.11.6** are invoked;
- d) remain valid for a period of thirty (30) days beyond the end of the validity period of the Proposal, as extended, if applicable, in accordance with **ITC. 7**. Accordingly, the Proposal Security shall remain valid till the date specified in the BDS.

ITC.11.3. The Proposal Security is to be submitted in a separate sealed envelope. Any Proposal not accompanied by adequate Proposal Security and validity shall be rejected by DGPC as non-responsive.

ITC.11.4. No interest shall be paid by DGPC on the Proposal Security.

ITC.11.5. The Proposal Security shall be returned to successful and unsuccessful Consultants as promptly as possible upon signing of the Contract Agreement.

ITC.11.6. The Proposal Security shall be forfeited:

- a) if a Consultant withdraws its Proposal as a whole or in part during the period of Proposal validity; or
- b) if the selected Consultant fails to sign the Contract in accordance with **ITC. 25**:

ITC.11.7. The Proposal Security of a JV must be in the name of the lead member.

## **ITC. 12. Preparation of Proposals**

ITC.12.1. The Proposal, as well as all related correspondence exchanged by the Consultant and DGPC, shall be in English.

ITC.12.2. In preparing their Proposals, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

ITC.12.3. While preparing the Technical Proposal, Consultants must pay particular attention to the following:

- a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture/consortium/association or sub-consultancy it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants, if so indicated in the BDS provided such shortlisted consultant is not participating in the bidding process himself as bidder. In the case of a joint venture/consortium/association, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture/consortium/association. In the case of a joint venture/consortium/association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as joint venture/consortium/association leader.
- b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the BDS, but not both. However, the Proposal shall be based on the number of Professional staff-months or the budget estimated by the Consultant.
- c) For fixed-budget-based assignments, the available budget is given in the BDS, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.
- d) Alternative professional staff shall not be proposed, and only one curriculum vita (CV) may be submitted for each position.

## **ITC. 13. Technical Proposal, Format and Content**

ITC.13.1. Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP). The BDS indicates the format of the Technical Proposal to be



submitted. Submission of the Technical Proposal on format other than prescribed will result in the Proposal being deemed non-responsive.

ITC.13.2.

The Technical Proposal shall provide all the information as indicated below using the Forms provided under Section III. Paragraph (c) below indicates the recommended number of pages for the description of the approach, methodology and work plan. A page is considered to be one printed side of A4 or letter size paper.

- a) For the Technical Proposal, a brief description of the Consultant's organization and an outline of the recent experience of the Consultant on assignments of a similar nature is required in Form Tech-3 of Section III. In the case of a joint venture/consortium/association, this information should be provided for each partner. For each assignment, the outline should indicate the names of Sub-Consultants/Professional staff who participated, the duration of the assignment, the Contract amount, and the Consultant's involvement. Information should be provided for all those assignments for which the Consultant was legally contracted as a corporation or as one of the major firms within a joint venture/consortium/association. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by DGPC.
- b) For the Technical Proposal comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by DGPC (Form Tech-3 of Section III).
- c) A description of the approach, methodology and work plan for performing the assignment and covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form Tech-4 of Section III. The work plan should be consistent with the Work Schedule (Form Tech-8 of Section III), which shall also be provided and which will show in the form of a bar chart the timing proposed for each activity.
- d) The list of the proposed professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form Tech-5 of Section III).
- 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.
- f) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form Tech-7 of Section III). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
- g) A detailed description of the proposed methodology and staffing for training, if the BDS specifies training as a specific component of the assignment.
- h) Any drawings and/or specifications that form part of the Technical Proposal (Form Tech-9 of Section III).
- i) Integrity Pact Statement (Form Tech- 10 of Section III) [if applicable].
- j) Declaration confirming the absence of any conflict of interest (Form Tech-11 of Section III)



- k) Affidavit/Self-Declaration Regarding Eligibility of Bidder (Form Tech-12 of Section III)
- l) Bidder Information Form (Form Tech-13 of Section III)
- m) Performance Evaluation System Acceptance Form (Form Tech-15 of Section III)

ITC.13.3. The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.

**ITC. 14. Financial Proposals**

ITC.14.1. The Financial Proposal shall be prepared using the attached Forms provided under Section IV. The type of contract DGPC shall be awarding shall be specified in BDS. It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultant’s home office), and (b) reimbursable expenses indicated in the BDS and (c) taxes payable in the home country of the consultant. If appropriate, these costs should be broken down by activity and, if also appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.

ITC.14.2. In case of Foreign Consultants (as individual or as a firm), the consultant may express the price of their services in freely convertible currencies, as specified BDS. The Consultants shall state the portion of their price representing local costs in Bhutanese Ngultrum (BTN).

**ITC. 15. Taxes**

ITC.15.1. 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.

ITC.15.2. If, after seven (7) days prior to the last date of Bid submission, any law, regulation, ordinance, order or by law having the force of law is enacted, promulgated, abrogated or changed in the Kingdom of Bhutan (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Consultant and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Consultant has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to direct transactions between DGPC and the Consultant/assignee of Foreign Consultant (if applicable).

**ITC. 16. Sealing and Submission of Proposal**

ITC.16.1. The Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultant itself. The person who signed the Proposal must initial such corrections. Submission letters for the Technical and Financial Proposals shall respectively be in the format of Form Tech-1 of Section III and Form FIN-1 of Section IV.

ITC.16.2. An authorized representative of the Consultant shall initial all pages of the Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal. The signed Technical and Financial Proposals shall be marked “Original”.





- ITC.16.3. The Technical Proposal shall be marked “Original” or “Copy” as appropriate. The Technical Proposals shall be sent to the addresses provided in the BDS and in the number of copies indicated in the BDS. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original shall govern.
- ITC.16.4. The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “Technical Proposal”. Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked “Financial Proposal” followed by the reference number and name of the assignment, and with a warning “Do Not Open With The Technical Proposal.”
- ITC.16.5. The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the assignment, and be clearly marked.
- ITC.16.6. DGPC shall not be responsible for misplacement, loss or premature opening of the outer envelope if it is not sealed and/or marked as stipulated. This circumstance may be a case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- ITC.16.7. All inner envelopes shall:
- a) be signed across their seals by the person authorized to sign the Proposal on behalf of the Consultant;
  - b) be marked “ORIGINAL” or “COPIES”; and
  - c) indicate the name and address of the Consultant to enable the Proposal to be returned unopened in case it is required to be returned.
- ITC.16.8. All inner and outer envelopes shall be sealed with adhesive or other sealant which will prevent re-opening.
- ITC.16.9. 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.

## **ITC. 17. Withdrawal and Substitution of Proposals**

- ITC.17.1. A Consultant may withdraw or substitute its Proposal after it has been submitted by sending a written notice in accordance with **ITC. 16**, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with **ITC.16.2**. Any substitution of a Proposal must accompany the respective written substitution notice. All notices must be:
- a) submitted in accordance with **ITC. 16** above (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal” or “Substitution”,
  - b) received by DGPC prior to the deadline prescribed for submission of Proposals, in accordance with **ITC.16.9**.
- ITC.17.2. Proposals requested to be withdrawn in accordance with **ITC.17.1** shall be returned unopened to the Consultants.
- ITC.17.3. No Proposal may be withdrawn or substituted in the interval between the deadline for submission of Proposals and the expiry of the period of Proposal validity specified by the Consultant in its Proposal or any extension thereof.



## **ITC. 18. Opening of Proposals**

- ITC.18.1. Immediately after the closing date and time for submission of Proposals any envelopes marked “Withdrawal” and accompanied by a properly authorized withdrawal notice shall be put aside, and stored safely and securely ready for return to the Consultant including their Proposal.
- ITC.18.2. DGPC then shall open all remaining Technical Proposals, including any substitutions accompanied by a properly authorized substitution notice. The Financial Proposals shall remain sealed and securely stored.

## **ITC. 19. Evaluation to be Confidential**

- ITC.19.1. From the time the Proposals are opened to the time the Contract is awarded, the Consultant shall not contact DGPC on any matter related to its Technical and/or Financial Proposal. Any effort by any Consultant to influence DGPC in the examination, evaluation, ranking of Proposals, and recommendation for Award of Contract may result in the rejection of the Consultant’s Proposal.
- ITC.19.2. After the opening of Proposals, information concerning the Proposal documents or any part of the contents thereof shall not be released to any person or party that is not a member of the Proposal Evaluation Committee.
- ITC.19.3. The evaluation proceedings shall be kept confidential at all times until the award of Contract is announced.
- ITC.19.4. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and approved by the Competent Authority of DGPC.

## **ITC. 20. Evaluation of Technical Proposals**

- ITC.20.1. The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and points system specified in the BDS. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, particularly the Terms of Reference, or if it fails to achieve the minimum technical score or any other criteria indicated in the BDS.
- ITC.20.2. Following the ranking of Technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant shall be invited to negotiate its proposal for award of Contract in accordance with the instructions given under **ITC. 22** of these Instructions. For QCBS the Consultant scoring the highest combined score will be invited to Pre- Award discussion and negotiation. In case of LCS the consultant quoting the least price will be called for Pre-Award discussion and negotiation.

## **ITC. 21. Public Opening and Evaluation of Financial Proposals**

***(Applicable only for QCBS, FBS, and LCS)***

- ITC.21.1. After the technical evaluation is completed, DGPC shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark, or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. DGPC shall simultaneously notify in writing those Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date shall allow Consultants sufficient time to make arrangements for attending the opening. Consultants’ attendance at the opening of Financial Proposals is optional.
- ITC.21.2. Financial Proposals shall be opened publicly in the presence of the Consultants representatives who choose to attend. The names of the Consultants and their technical scores shall be read aloud. The Financial Proposals of the Consultants who met the



minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the following information read out and recorded:

- a) name of the Consultant;
- b) points awarded to the Technical Proposal; and
- c) total price of the Financial Proposal.

The prices also shall be written on a notice board for the public to copy.

ITC.21.3. DGPC shall prepare a record of the opening of the Financial Proposals, which shall include the information disclosed to those present in accordance with **ITC.21.2** above. The minutes shall include, as a minimum:

- a) the assignment title and reference number;
- b) the date, time and place of opening of the Financial Proposals;
- c) the prices offered by the Consultant;
- d) the name and nationality of each Consultant;
- e) the names of attendees at the opening of the Financial Proposals, and of the Consultant they represent;
- f) details of any complaints or other comments made by Consultants' representatives attending the opening of the Financial Proposals, including the names and signatures of the representatives making the complaint(s) and/or comment(s); and
- g) the names, designations and signatures of the members of the Proposal Opening Committee or Tender Committee as the case may be.

The Consultants' representatives who are present shall be requested to sign the record. The omission of a representative's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Consultants who submitted Proposals.

ITC.21.4. The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of any discrepancy between a sub total amount and the total amount, or between words and figures, the formers shall prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal:

- a) if the **Time-Based form of Contract** has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, and
- b) if the **Lump-Sum form of Contract** has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.

Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the BDS.

ITC.21.5. In the case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the BDS. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P =



1) indicated in the BDS:  $S = S_t \times T\% + S_f \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

ITC.21.6. **In the case of Fixed-Budget Selection**, DGPC will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. **In the case of Least-Cost Selection**, DGPC will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to ITC.21.5 shall be considered, and the selected firm invited for negotiations.

ITC.21.7. The Consultants of Bhutan nationality herein after referred to as Domestic Consultant shall be given preferential treatment in award of contract as specified in the BDS. The Domestic Consultant shall provide all evidence to the satisfaction of DGPC to prove that the Consultant meets the criteria to be eligible for a margin of preference in comparison of its Proposal with those of the Consultants who do not qualify for the preference. The preference can be availed provided the Domestic Consultant shall ensure that specific percentage as specified in BDS of the total man hours/ man days deployed should be of a person having Nationality of Bhutan.

ITC.21.8. For the purpose of price preference, the Joint Venture of Domestic Consultant with International Consultant shall be treated as Domestic Bidder provided fifty percent (50%) of the total man hours/man days deployed shall be nationals having Nationality of Bhutan.

## **ITC. 22. Negotiations**

ITC.22.1. Negotiations will be held at the date and address indicated in the BDS. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure to satisfy this requirement may result in DGPC proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

ITC.22.2. Technical Negotiations

- a) Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, any suggestions made by the Consultant to improve the Terms of Reference, and the Special Conditions of Contract. DGPC and the Consultant will finalize the Terms of Reference, staffing schedule, work schedule, logistics and reporting. These documents will then be incorporated into the Contract as "Description of Services". Special attention will be paid to defining clearly the inputs and facilities required from DGPC in order to ensure satisfactory implementation of the assignment. DGPC shall prepare minutes of the negotiations, which shall be signed by DGPC and the Consultant. The negotiations shall not substantially alter the original Terms of Reference or the terms of the Contract.

ITC.22.3. Financial Negotiations

- a) If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the Consultant's tax liability in Bhutan, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services.
- b) In the cases of QCBS, Fixed-Budget Selection and the Least-Cost Selection methods involving time based Contracts, unless there are exceptional reasons the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide DGPC with the information on remuneration rates.



- c) In the case of a Lump Sum Contract where price is a factor of selection, the price shall not be negotiated.
- d) Reimbursable costs are payable on an actual expense incurred basis, and thus shall not be subject to financial negotiation.

ITC.22.4. Conclusion of Negotiations

- a) Negotiations will conclude with a review of the draft Contract. To complete negotiations, DGPC and the Consultant will initial the agreed Contract. If negotiations fail, DGPC shall inform the Consultant in writing of the reasons for termination of the negotiations and then shall invite the Consultant whose Proposal received the second highest combined technical and financial score in case of QCBS to negotiate a Contract. In case of lump sum and least cost basis the next lowest will be considered. Once negotiations commence with the second ranked Consultant, DGPC shall not reopen the earlier negotiations.

**ITC. 23. Availability of Professional Staff/Experts**

ITC.23.1. Before contract negotiations, DGPC will require assurances that the Professional staff will actually be available. DGPC will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

**ITC. 24. DGPC's Right to Accept Any Proposal and to Reject Any or All Proposals**

ITC.24.1. DGPC reserves the right to accept or reject any Proposal, and to annul the Request for Proposals process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to Consultants.

ITC.24.2. DGPC may waive any minor infirmity, non- conformity or irregularity in a bid that does not constitute a material deviation, reservation or omission, whether or not identified by the Bidder in its bid and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and financial evaluation. DGPC may request the Bidder to submit the necessary information or documentation within a reasonable period of time to rectify non- material deviation or omission in the bid related to the documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of bid.

**ITC. 25. Award of Contract**

ITC.25.1. After completing negotiations DGPC shall award the Contract to the selected Consultant, and as soon as possible notify unsuccessful Consultants after signing of the Contract Agreement with the successful Consultant.

ITC.25.2. Following the decision to award the Contract to the selected Consultant, the parties shall enter into a written Contract binding on both parties. The Contract shall be compatible with the Applicable Laws of Bhutan and substantially in the Form B of Section VI of this RFP. The Contract shall be signed by the duly authorized representatives of the parties and shall bear the date of signature.

ITC.25.3. Where both the parties do not sign the Contract simultaneously,

- a) DGPC shall send to the selected Consultant two original copies of (1) the full agreed Contract and (2) the letter of acceptance (notification of award), each signed by the its duly authorized representative together with the date of signature;



- b) The letter of acceptance shall indicate the deadline by which it must be accepted, which shall normally be not more than 15 days from the date of its receipt by the Consultant;
- c) The Consultant, if he agrees to conclude the Contract, shall sign and date all original copies of the Contract and the letter of acceptance and return one copy of each to DGPC before the expiry of the deadline indicated in the letter of acceptance;
- d) In case the selected Consultant fails to sign the Contract agreement within the deadline specified in the letter of acceptance the Contract shall be awarded to the next lowest evaluated Consultant after concluding the negotiations as may be necessary. Such a failure shall be considered as withdrawal and the provisions of **ITC.11.6** shall apply.

ITC.25.4. The Consultant is expected to commence the assignment on the date and at the location specified in the BDS.

**ITC. 26. Debriefing by DGPC**

ITC.26.1. On receipt of DGPC's Notification of Award referred to in **ITC.25.1**, an unsuccessful bidder has three (3) working days to make a written request to DGPC for a debriefing. DGPC shall provide a debriefing to all unsuccessful bidders whose request has been received within this deadline.

ITC.26.2. Where a request for debriefing has been received within the deadline, DGPC shall provide a debriefing within five (5) working days.

ITC.26.3. DGPC shall discuss only such Bid and not the bids of other competitors. The debriefing shall not include:

- a) point-by-point comparisons with another Bid; and
- b) information that is confidential or commercially sensitive to other Bidders.

ITC.26.4. The Purpose of debriefing is to inform the aggrieved bidder of the reasons for lack of success, pointing out the specific shortcomings in its bid without disclosing contents of other bids.

**ITC. 27. Confidentiality**

ITC.27.1. Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

**ITC. 28. Performance Evaluation of Consultant**

ITC.28.1. A consultant performance evaluation is a standardized, systematic and objective assessment of a consultant's performance on a specific project contract.

ITC.28.2. The performance evaluation criteria shall be used by each Project Manager/Site Engineer immediately with the commissioning of any services after the award of contract. The contractors shall be evaluated as the work progresses.

ITC.28.3. The Performance Evaluation System for Contractors is at SECTION VIII of this Bidding Document.

ITC.28.4. The Contractor is required to sign and submit the Form TCH15: Performance Evaluation Acceptance along with their bid.



### SECTION III – BID DATA SHEET



## BID DATA SHEET

The following specific data for the Consultancy Services to be procured shall amend and/or supplement the clauses in the Instructions to Consultants (ITC). Whenever there is a conflict, the provisions herein shall prevail over those in the ITC.

ITC Clause Reference	Data
ITC.2.1	Method of selection: <b>Quality and Cost Based Selection (QCBS)</b>
ITC.2.1	Financial Proposal in a separate envelope to be submitted with Technical Proposal: <b>Yes</b> The name of the assignment is: <b>Environment and Social Impact Assessment (ESIA) for Integrated Gongri Hydropower Project and Jeri Pumped Storage Project</b> Time for completion: <b>15 months from the date of signing of Contract Agreement</b>
ITC.2.3	DGPC will provide the following inputs and facilities: <b>As specified in the TOR</b>
ITC.7.1	Proposal must remain valid till: <b>April 6, 2025</b>
ITC.8.1	Eligibility of sub-consultant: <b>Not Applicable</b>
ITC.10.1	Clarifications may be requested not later than: <b>December 21, 2024</b> Clarifications on Bidding Documents may be obtained from: Manager Contracts Section Projects and Contract Department Druk Green Power Corporation Limited Post Box No. 1351 Motithang, Thimphu, Bhutan Tel: +975-2-339875 Email: <a href="mailto:s.choden272@drukgreen.bt">s.choden272@drukgreen.bt</a>  All clarification shall be in writing and submitted in electronic format (PDF) and sent to the above email.
ITC.10.2	Pre-proposal Meeting: <b>Only if required</b>
ITC.11.1 and ITC.11.2 (d)	Proposal Security shall be: <b>BTN 300,000.00 (or equivalent USD at the exchange rate of 1 USD = BTN 85.12)</b> in the following forms: <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. Under exceptional case of not meeting i &amp; ii, Bidders shall be allowed to deposit Proposal Security in the form of cash deposit through bank transfer to DGPC Account.</li> </ul> The Proposal Security shall be valid till: <b>May 6, 2025</b>
ITC.12.3 (a)	Shortlisted Consultants who are not submitting their own proposal may associate with other shortlisted Consultants: <b>NO</b>
ITC.12.3 (b)& (c)	The estimated number of professional staff-months required for the assignment is: <b>Not Applicable</b>





ITC Clause Reference	Data
	While this is a Lump sum contract, bidders shall provide cost breakdown indicating number of expert and man-month rate as per FORM FIN-4: Breakdown of Remuneration and FORM FIN-5: Breakdown of Reimbursable Expenses.
ITC 13.2 (a)	<b>No JV/Consortium shall be allowed. The Bidders to whom the RFP Documents has been issued, shall solely participate in the bidding process.</b>
ITC.13.2 (g)	Training is a specific component of this assignment: <b>Refer TOR</b>
ITC.14.1	Type of Contract: <b>Lump Sum Contract with defined milestone. Payment shall be regulated on the performance and achievement of milestones.</b>
ITC.14.2	Foreign Bidders shall state the portion of their price in Bhutanese Ngultrum: <b>Yes</b>
ITC.15.1	For the income received from services rendered in Bhutan, the Consultant is liable to pay local taxes (Business Income Tax) at <b>2%</b> of the Contract Price in case of Bhutanese Bidder & <b>3%</b> of the Contract Price in case of International Bidder.
ITC.16.3 & ITC.16.9	<p>The Bidder must submit the original and <b>ONE</b> copy of the Technical Proposal (in case of hard copy), and the original of the Financial Proposal.</p> <p>Proposals to be addressed to and submitted to:</p> <p>Manager Contracts Section Projects and Contract Department Druk Green Power Corporation Limited Post Box No. 1351 Motithang, Thimphu, Bhutan Tel: +975-2-339875 Email: <a href="mailto:s.choden272@drukgreen.bt">s.choden272@drukgreen.bt</a></p> <p>Date &amp; Time (Bhutan Time) up to which Proposals will be received: Date: <b>January 6, 2025</b> Time: <b>15:00 Hrs</b></p>
ITC. 18	<p>The Proposal shall be opened on: Date: <b>January 6, 2025</b> Time (BST): <b>15:30Hrs</b></p> <p><b>For electronic submission:</b> The password for the Technical Proposal PDF file will be submitted by the Bidders to DGPC through email no later than the specified time for opening of technical proposals. The password for the financial proposal PDF file will not be submitted by the Bidders to DGPC at the time of opening of the Technical proposals.</p> <p>After the technical evaluation is completed, DGPC shall request in writing to those Bidders whose technical proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, to submit the password for the financial proposal PDF file. The password for the financial proposal PDF file will be submitted by the Bidders no later than the specified time on the date of opening of financial proposals notified by DGPC.</p>
ITC.20.1	The Bidders shall provide information demonstrating that they have the required qualifications and relevant experience to perform the Services. While the number and



ITC Clause Reference	Data																																																						
	<p>expertise of experts required from the Bidder to be deployed are listed in the table below, the Bidder shall have full range of experts required to provide completeness of services for successful accomplishment of this consultancy contract. The total person-months to complete this contract is <b>40</b>. The Bidder shall not exceed this total person-months for the purpose of Financial Proposal. Proposal that are quoted higher than the required minimum of <b>40</b> person-month will not be adjusted. The qualifying criteria and point system for the evaluation of the Proposals shall be as under:</p> <table border="1"> <thead> <tr> <th>SN</th> <th>Qualifying Criteria</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td><b>1</b></td> <td><b>Firm's relevant experience for the assignment</b></td> <td></td> </tr> <tr> <td><b>a</b></td> <td><b>General experience and capacity of firm</b></td> <td><b>5</b></td> </tr> <tr> <td><b>b</b></td> <td><b>Specific experience of the Consultant (as a firm) relevant to the Assignment:</b> Experience in performing the Environmental and Social Assessment as core business of the firm.  <i>Note: The Bidder shall provide documentary evidence of having successfully completed international contracts of similar nature, scope, size and complexity (in hydropower sector) outside the consultant's home country and in at least two continents within the last 10 years.</i></td> <td><b>20</b></td> </tr> <tr> <td><b>2</b></td> <td><b>Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference.</b>  <i>Note: The Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skill mix; and the work plan proposes adequate inputs of Key Experts.</i></td> <td><b>10</b></td> </tr> <tr> <td><b>3</b></td> <td><b>Key Experts' qualifications and competence for the Assignment</b> <i>Note: The qualifications and competence for each of the expert shall be documented by the Bidder in the Form TECH-6 in accordance with requirements stipulated in the TOR. 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GIS Specialist</td> <td>6</td> </tr> <tr> <td></td> <td colspan="2"><i>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</i></td> </tr> <tr> <td></td> <td><b>1) General qualifications:</b></td> <td><b>25%</b></td> </tr> <tr> <td></td> <td>- General (overall) education and training:</td> <td>5%</td> </tr> <tr> <td></td> <td>- General (overall) experience:</td> <td>15%</td> </tr> <tr> <td></td> <td>- Years with the firm:</td> <td>5%</td> </tr> </tbody> </table>	SN	Qualifying Criteria	Points	<b>1</b>	<b>Firm's relevant experience for the assignment</b>		<b>a</b>	<b>General experience and capacity of firm</b>	<b>5</b>	<b>b</b>	<b>Specific experience of the Consultant (as a firm) relevant to the Assignment:</b> Experience in performing the Environmental and Social Assessment as core business of the firm.  <i>Note: The Bidder shall provide documentary evidence of having successfully completed international contracts of similar nature, scope, size and complexity (in hydropower sector) outside the consultant's home country and in at least two continents within the last 10 years.</i>	<b>20</b>	<b>2</b>	<b>Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference.</b>  <i>Note: The Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skill mix; and the work plan proposes adequate inputs of Key Experts.</i>	<b>10</b>	<b>3</b>	<b>Key Experts' qualifications and competence for the Assignment</b> <i>Note: The qualifications and competence for each of the expert shall be documented by the Bidder in the Form TECH-6 in accordance with requirements stipulated in the TOR. 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<b>b</b>	<b>Specific experience of the Consultant (as a firm) relevant to the Assignment:</b> Experience in performing the Environmental and Social Assessment as core business of the firm.  <i>Note: The Bidder shall provide documentary evidence of having successfully completed international contracts of similar nature, scope, size and complexity (in hydropower sector) outside the consultant's home country and in at least two continents within the last 10 years.</i>	<b>20</b>																																																					
<b>2</b>	<b>Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference.</b>  <i>Note: The Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skill mix; and the work plan proposes adequate inputs of Key Experts.</i>	<b>10</b>																																																					
<b>3</b>	<b>Key Experts' qualifications and competence for the Assignment</b> <i>Note: The qualifications and competence for each of the expert shall be documented by the Bidder in the Form TECH-6 in accordance with requirements stipulated in the TOR. The points shall be awarded as under with sub-criteria stipulated herein.</i>	<b>60</b>																																																					
	a. Environment Specialist (Team Leader, international)	12																																																					
	b. Social Development Specialist (Co-Team Leader, international)	10																																																					
	c. Environment Specialist (National expert and country focal point)	8																																																					
	d. Environmental Flow Specialist (international)	8																																																					
	e. Aquatic and Riparian Biodiversity Specialist (international)	8																																																					
	f. Terrestrial Biodiversity Specialist (international)	8																																																					
	g. GIS Specialist	6																																																					
	<i>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</i>																																																						
	<b>1) General qualifications:</b>	<b>25%</b>																																																					
	- General (overall) education and training:	5%																																																					
	- General (overall) experience:	15%																																																					
	- Years with the firm:	5%																																																					



ITC Clause Reference	Data						
	<p><b>2) Adequacy for the Assignment: 75%</b></p> <ul style="list-style-type: none"> <li>i. Specific Education and training relevant to the assignment: 10 %</li> <li>ii. Specific experience relevant to the assignment: 55 % <ul style="list-style-type: none"> <li>a. Years of relevant experience: 10 %</li> <li>b. No. of completed similar assignments (nature and size): 30 %</li> <li>c. International experience (outside the country of nationality of the expert) 15 %</li> </ul> </li> <li>iii. Relevant experience in Himalaya region 10%</li> </ul> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1. Only the Key Expert positions listed above will be awarded points in the technical evaluation. The Key Experts proposed by the Bidder should meet the minimum qualification requirements specified for each position in the TOR. If any proposed Key Expert does not meet the specified minimum qualification requirements, and if the Bidder still ends up achieving the overall highest combined technical and financial score, then the successful Bidder will be required during contract negotiations and prior to Contract signing to replace the unqualified Key Expert with another Key Expert who fully meets the minimum qualification requirements for that position as specified in the TOR. CV must be in the format of Tech-6 and must be signed by the Key Experts.</li> <li>2. In case of death or medical incapacity of Key Experts, the Bidder shall provide replacement of the same of equivalent or better qualifications and experience fulfilling the eligibility requirements for that position as specified in the TOR. The replacement shall be approved by the Client.</li> </ol> <table border="1" data-bbox="392 1137 1385 1216"> <tr> <td data-bbox="392 1137 459 1173">4</td> <td data-bbox="459 1137 1278 1173"><b>Transfer of knowledge &amp; capacity building program</b></td> <td data-bbox="1278 1137 1385 1173">5</td> </tr> <tr> <td colspan="2" data-bbox="392 1173 1278 1216" style="text-align: center;"><b>Total</b></td> <td data-bbox="1278 1173 1385 1216" style="text-align: center;"><b>100</b></td> </tr> </table> <p><b>The points obtained from the above evaluation shall be the Technical Score (St) for the Bidder. The minimum Technical Score (St) required to pass for Financial Proposal Opening is 80 points.</b></p>	4	<b>Transfer of knowledge &amp; capacity building program</b>	5	<b>Total</b>		<b>100</b>
4	<b>Transfer of knowledge &amp; capacity building program</b>	5					
<b>Total</b>		<b>100</b>					
ITC.21.2	<p>Following the completion of the evaluation of the Technical Proposals, DGPC will notify the technically qualified Bidder of the location, date and time of the public opening of Financial Proposals.</p> <p>Any interested party who wishes to attend this public opening should contact Manager, Contracts Section, E-mail: <a href="mailto:s.choden272@drukgreen.bt">s.choden272@drukgreen.bt</a> and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above.</p>						
ITC.21.4	<p>The single currency for price conversions is Bhutanese Ngultrum (BTN).</p> <p>The official source of the selling exchange rates is: <b>Rates published by the Royal Monetary Authority (RMA), Bhutan.</b></p> <p>The date of exchange rates is: <b>28 days prior to submission of Proposals.</b></p>						
ITC.21.5	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p>The formula for determining the financial scores (Sf) of all other Proposals is as following:</p>						



ITC Clause Reference	Data
	<p><math>S_f = 100 \times F_m / F</math></p> <p>Where: “SF” is the financial score,  “Fm” is the lowest price, and  “F” is the price of the proposal under consideration</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:  <b>T = 90%, and P = 10%</b></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following:  <b>S = St x T% + Sf x P%</b></p>
ITC.21.7	Preferential treatment for Domestic Bidder: <b><i>Not Applicable</i></b>
ITC.22.1	Expected date and address for contract negotiations: <b><i>Mutually agreed date and time</i></b>
ITC.25.4	Expected date for commencement of consulting services: <b><i>Date of signing of Contract Agreement</i></b>



## SECTION IV – STANDARD BIDDING FORMS



## A - TECHNICAL PROPOSAL FORMS

### FORM TECH-1: Technical Proposal Submission

[Location, Date]

To: [Name and address of DGPC]

Dear Sirs:

We, the undersigned, offer to provide the Consulting Services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed in a separate envelope\*.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant] \*\*

We hereby declare that all the information and statements made in this Proposal are true and accept that any misrepresentation contained in it may lead to our disqualification. In this regard you may contact any of our previous Employers or the previous Employers of any of our sub-consultants or any of the employees thereof for further information.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in ITC.7.1, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to commence the Consulting Services related to the assignment not later than the date indicated in ITC.25.4 and to comply with all the provisions of the Contract.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_

Address: \_\_\_\_\_

\* [In case the BDS requires submission of a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

\*\* [Delete in case no association is foreseen.]



## FORM TECH-2: Consultant's Organization and Experience

### A- Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

### B- Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages maximum, listing in the order of most recent first]

Details of previous assignments:

Assignment name:	Approx. value of the contract (in BTN):
Procuring Agency:  Address	Duration of assignment (months):
	Total number of staff months of the assignment:
	Approximate value of the services provided by your firm under the contract (BTN):
Start date (month/year):  Completion date (month/year):	Number of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader)
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name:



**FORM TECH-3: Comments/Suggestions on the Terms of Reference and on Counterpart Staff & Facilities to be provided by DGPC**

**A – On the Terms of Reference**

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal]*

**B - On Counterpart Staff and Facilities**

*[Comment here on counterpart staff and facilities to be provided by DGPC including: administrative support, office space, local transportation, equipment, data, etc.]*





## FORM TECH-4: Description of Approach, Methodology and Work Plan

*[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (40 pages, inclusive of charts and diagrams) divided into the following three chapters:*

*a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

*b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by DGPC), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH 8: Work Schedule.*

*c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff]*



### FORM TECH-5: Team Composition and Task Assignment

Note 1: If any of the Personnel included in the team being present or previous government employees the certificate as per requirement of ITC.3.3 to be attached with the Format.

Note 2: If any of the Personnel included in the team is any former DGPC employee, the certificate as required under ITC.3.4 should be given for such employee and attached to this format.

<i>Professional Staff</i>				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned



**FORM TECH-6: CV for Proposal Professional Staff**

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: \_\_\_\_\_
2. **Name of Firm** [*Insert name of firm proposing the staff*]: \_\_\_\_\_
3. **Name of Staff** [*Insert full name*]: \_\_\_\_\_
4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_
5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: \_\_\_\_\_
6. **Membership of Professional Associations:** \_\_\_\_\_
7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: \_\_\_\_\_
8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: \_\_\_\_\_
9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: \_\_\_\_\_
10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

<p><b>11. Detailed Tasks Assigned</b></p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p><b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b></p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11 The details should be furnished at least for two assignments that is best related to the present assignment]</i></p> <p>Assignment 1.</p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Procuring Agency or Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p> <p><u>Assignment 2.</u></p> <p>Name of assignment or project: _____</p>
----------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



	Year: _____ Location: _____ Procuring Agency or Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____
--	-------------------------------------------------------------------------------------------------------------------------------------------------------------

**13. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience. I understand that any willful misstatement herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_

Date: \_\_\_\_\_

*[Signature of staff member or authorized representative of the staff]*

*Day/Month/Year*

Full name of authorized representative: \_\_\_\_\_





FORM TECH-7: Staffing Schedule

N°	Name of Staff*	Staff input (in the form of a bar chart)**													Total staff-month input				
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field***	Total		
<b>Foreign</b>																			
1		[Home]																	
		[Field]																	
2																			
N																			
													<b>Subtotal</b>						
<b>Local</b>																			
1		[Home]																	
		[Field]																	
2																			
N																			
													<b>Subtotal</b>						
													<b>Total</b>						

\* For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

\*\* Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

\*\*\* Field work means work carried out at a place other than the Consultant's home office.

 Full time input  
 Part time input



**FORM TECH-8: Work Schedule**

N o	Activity <sup>1</sup>	Months <sup>2</sup>												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as DGPC approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.



**FORM TECH-9: Drawing/Specifications**

*[Provide here a list of drawings and specifications (if any) contained within the Technical Proposal, and annex these hereto]*



## FORM TECH-10: Integrity Pact Statement

(attach an integrity pact statement pre-signed by DGPC and Consultant to submit the same after it is executed by the authorised signatory of the Consultant)

*[Integrity Pact Statement pre-signed by the DGPC authorised signatory, as provided by the Anti-Corruption Commission (ACC of the Royal Government of Kingdom of Bhutan from time to time is to be used.)]*

### 1. General:

Whereas (*Name of head of the procuring agency or his/her authorized representative, with power of attorney*) representing the (*Name of procuring agency*), Druk Green Power Corporation Limited, hereinafter referred to as the “**Employer**” on one part, and (*Name of bidder or his/her authorized representative, with power of attorney*) representing M/s. (*Name of firm*), hereinafter referred to as the “**Bidder**” on the other part hereby execute this agreement as follows:

### 2. Objectives:

Whereas, the Employer and the Bidder agree to enter into this agreement, hereinafter referred to as IP, to avoid all forms of corruption or deceptive practice by following a system that is fair, transparent and free from any influence/unprejudiced dealings in the **bidding process**<sup>1</sup> and **contract administration**<sup>2</sup>, with a view to:

- 2.1. Enabling the Employer to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works or goods or services; and
- 2.2. Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices.

### 3. Scope:

The validity of this IP shall cover the bidding process and contract administration period.

### 4. Commitments of the Employer:

The Employer Commits itself to the following:-

- 4.1. The Employer hereby undertakes that no officials of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process and contract administration.
- 4.2. The Employer further confirms that its officials shall not favor any prospective bidder in any form that could afford an undue advantage to that particular bidder in the bidding process and contract administration and will treat all Bidders alike.

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<sup>1</sup> Bidding process, for the purpose of this IP, shall mean the procedures covering tendering process starting from bid preparation, bid submission, bid processing, and bid evaluation.

<sup>2</sup> Contract administration, for the purpose of this IP, shall mean contract award, contract implementation, unauthorized sub-contracting and contract handing/taking over.





- 4.3. Officials of the Employer, who may have observed or noticed or have reasonable suspicion shall report to the head of the employing agency or an appropriate government office any violation or attempted violation of clauses 4.1 and 4.2.
- 4.4. Following report on violation of clauses 4.1 and 4.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings shall be initiated by the Employer and such a person shall be debarred from further dealings related to the bidding process and contract administration.

## 5. Commitments of Bidders

The Bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of the bidding process and contract administration in order to secure the contract or in furtherance to secure it and in particular commits himself/herself to the following :-

- 5.1. The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process and contract administration, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding process and contract administration.
- 5.2. The Bidder shall not collude with other parties interested in the contract to manipulate in whatsoever form or manner, the bidding process and contract administration.
- 5.3. If the bidder(s) have observed or noticed or have reasonable suspicion that the provisions of the IP have been violated by the procuring agency or other bidders, the bidder shall report such violations to the head of the procuring agency.

## 6. Sanctions for Violation:

The breach of any of the aforesaid provisions shall result in administrative charges or penal actions as per the relevant rules and laws.

- 6.1. The breach of the IP or commission of any offence (forgery, providing false information, misrepresentation, providing false/fake documents, bid rigging, bid steering or coercion) by the Bidder, or any one employed by him, or acting on his/her behalf (whether with or without the knowledge of the Bidder), shall be dealt with as per the terms and conditions of the contract and other provisions of the relevant laws, including De-barment Rules.
- 6.2. The breach of the IP or commission of any offence by the officials of the procuring agency shall be dealt with as per the rules and laws of the land in vogue.

## 7. Monitoring and Administration:

- 7.1. The respective procuring agency shall be responsible for administration and monitoring of the IP as per the relevant laws.
- 7.2. The bidder shall have the right to appeal as per the arbitration mechanism contained in the relevant rules.

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it.

The parties hereby sign this Integrity Pact at (place) \_\_\_\_\_ on (date) \_\_\_\_\_





Affix  
Legal  
Stamp

EMPLOYER

BIDDER/REPRESENTATIVE

CID: 

1	1	5	0	6	0	0	6	2	2	6
---	---	---	---	---	---	---	---	---	---	---

CID: 

--	--	--	--	--	--	--	--	--	--	--

Witness:     *T. Yangden*    

Witness: \_\_\_\_\_

Name: Tshering Yangden

Name:

CID: 

1	1	6	0	2	0	0	2	6	3	2
---	---	---	---	---	---	---	---	---	---	---

CID: 

--	--	--	--	--	--	--	--	--	--	--



## FORM TECH-11: Declaration confirming the absence of any conflict of interest

**Subject:** Declaration confirming the absence of any conflict of interest

**Ref:**

I .....*[insert the name and designation of the signatory]*..... the duly authorized representative of .....*[insert name of the Bidder]*, submitting a proposal in respect of invitation for proposals reference number (-----), hereby confirm:

- that I/We do not have a business relationship with a member of DGPC’s staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, and/or (iii) supervision of the Contract,
- that I/ We have not employed or otherwise engaged a spouse, or any of the dependent parent of an employee or close relative<sup>3</sup> of DGPC employee
- *(insert if applicable)* that I/ We confirm that we have nominated *(insert name)* former employee of DGPC as personnel in the Technical Proposal and we certify that no conflict of interest exists in the scope of the MR. XYZ inclusion to provide the Consultancy Services.
- *(insert if applicable)* that I / we have nominated *(insert name)*, present or previous *(insert as applicable)* Royal government of Bhutan employee as Personnel in the Technical Proposal. *(Insert name)* have written certification from the Royal Civil Service Commission of Bhutan or their employer *(insert name of the employer)* confirming that
  - They are not current employees of their previous official employer.
  - They are on leave without pay from their official position, and
  - They are allowed to work full-time outside of their previous official position

Such certification is also attached as a part of this technical proposal.

**Sealed and Signed**

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<sup>3</sup>relative is defined as immediate family which includes, brother, sister, and own children



**FORM TECH-12: Affidavit/Self- Declaration Regarding Eligibility of Bidder**

*(To be executed on non-judicial stamp paper)*

I .....*[insert the name and designation of the signatory]*..... the duly authorized representative of .....*[insert name of the Bidder]*..... hereby confirm that I possess the legal authority to make this Affidavit/ Declaration on behalf of the Bidder.

I solemnly declare and affirm that to the best of my knowledge, information, and belief, the above Bidder:

- a) Is not insolvent or is not in receivership or is not a bankrupt or is not in the process of being wound up, or has not entered into an arrangement with creditors; or
- b) Affairs are not are being administered by a court, judicial officer or appointed liquidator; or
- c) Has not suspended business or is not in any analogous situation arising from similar procedures under the laws and regulations of his country of establishment; or
- d) Have not been found guilty of professional misconduct by any competent authority as per law; or
- e) Have fulfilled the obligations with regard to the payment of taxes, social security or other payments due in accordance with the laws of the country in which the Bidder is established or of the Kingdom of Bhutan; or
- f) Have not been declared by Druk Green to be ineligible for participation in tenders on account of any fraud and/or corruption in competing or executing a Contract; or
- g) has fulfilled all the contractual obligations with the DGPC in the past

Verified on this ..... day of ..... of the year..... that the particulars furnished above are true and correct to the best of my knowledge and belief and nothing in material have been concealed or misrepresented.

**Sealed and Signed:**



## FORM TECH-13: Consultants Information

[The Consultant shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted]

Date: .....[insert date of Proposal submission].....

NIT No.: .....

1.	Consultants Legal Name:
2.	CDB registration number in case of Domestic Bidder <i>(Also attach the photocopy of the certificate)</i>
3.	In the case of a Joint Venture (JV) legal name of each member of the Joint Venture:
4.	Each member of JV's Country of Registration:
5.	Each member of JV's Certificate of Incorporation:
6.	Each member of JV's Year of Registration:
7.	Each member of JV's Legal Address in Country of Registration:
8.	Each member of JV's Principal Place of Business
9.	A certificate from Chartered Accountant regarding majority ownership of the company by nationals of Bhutan as on 30 days prior to the bid submission deadline (applicable for Domestic Bidders)
10.	Lead member of JV's Local Address in Bhutan (if any):
11.	Consultant or Each member of JV's Website Address:
12.	Consultant or Each member of JV's Business Activities:
13.	Consultant or Lead member of JV's Authorized Representative Name: Designation: Address: Telephone/Fax numbers: E-mail Address:



14.	<p>Consultant or Lead member of JV's Authorized Representative in Bhutan (if any)</p> <p>Name of the company or firm:</p> <p>    Name of the contact person:</p> <p>    Designation:</p> <p>    Address:</p> <p>    Telephone/Fax numbers:</p> <p>    E-mail Address:</p> <p>    Services to be provided by the local representative:</p>
15.	<p>Status of the Consultant (check the box as applicable):</p> <p><input type="checkbox"/> Bidding Company</p> <p><input type="checkbox"/> Lead Member of the Joint Venture</p> <p><input type="checkbox"/> Agent of the Foreign Consultant</p>
16.	<p>Attached are copies of the following original documents: <i>[check the box(es) of the attached original documents]</i></p> <p><input type="checkbox"/> Tax Clearance Certificate of Consultant named in 1 or 2 above (applicable for Bhutanese Bidders)</p> <p><input type="checkbox"/> Certificate of Incorporation or Registration of Consultant named in 1 or 2 above</p> <p><input type="checkbox"/> Any other certificate to support the legal entity of the Consultant named in 1 or 2 above</p>

**Sealed and Signed:**



**FORM Tech-14: Bank Guarantee for Proposal Security**

WHEREAS, [insert name of Bidder] (hereinafter called the “Bidder”) has submitted his bid dated [insert date] for the [insert name of contract] (hereinafter called the “Bid”).

KNOWN ALL MEN by these presents that We [insert name of Bank] of [insert name of Country] having our registered office at [insert address] (hereinafter called the “Bank”) are bound unto [insert name of PROCURING ENTITY] (hereinafter called the “Entity”) in the sum of [insert amount] for which payment well and truly to be made to the said Entity the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_ 20.....

THE CONDITIONS of this obligation are if the Bidder: (a) Withdraws his Bid during the period of bid validity specified in the Form of Bid; or (b) if the selected Consultant fails to sign the Contract in accordance with the Instruction to Consultant; or

We undertake to pay the Entity up to the above amount upon receipt of his first written demand, without the Entity having to substantiate his demand, provided that in his demand the Entity will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two (2) conditions, specifying the occurred condition or conditions. The Guarantee will remain in force up to and including the date [insert days}] days after the as stated in the Instruction to Consultant or as it may be extended by the Entity, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_

SIGNATURE OF THE BANK

\_\_\_\_\_ WITNESS \_\_\_\_\_

SEAL \_\_\_\_\_

Signature, Name and Address



## FORM TECH 15: Performance Evaluation System Acceptance

To

[DGPC's Name and Address]

Dear Sir/Madam,

With reference to our Proposal dated.....for.....*[insert name of service]*.....against NIT No....., we hereby conform that we have read the provisions in Section VII regarding the performance evaluation system and we hereby agree to abide by the provisions in the chapter on performance evaluation or do affirm as follows:

1. We agree to abide by all the provisions on performance evaluation of consultants for services.
2. If our proposal is accepted, we agree to be assessed as per the performance evaluation rating methodology adopted by DGPC.
3. We accept the rating depending on our performance and any action thereof.
4. We shall be liable for any breach of this undertaking and non-compliance to the provisions of performance evaluation system.

**Sealed and signed**





## B – FINANCIAL PROPOSAL FORMS

### FORM FIN-1: Financial Proposal Submission

[Location, Date]

To: [Name and address of DGPC]

Dear Sirs:

We, the undersigned, offer to provide the Consulting Services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures\*]. This amount is *exclusive of local taxes* (either to be paid by DGPC on behalf of the Consultant or reimburse the Consultant for any such taxes paid by the Consultant) which shall be identified during negotiations and added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in ITC 7.1.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below (*If applicable, replace this paragraph with: "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution"*): These costs are part of our financial proposal and included in the figure mentioned above.

Name and Address of Agent	Amount and Currency	Purpose of Commission or Gratuity
------------------------------	------------------------	--------------------------------------

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_

Address: \_\_\_\_\_

*\*Amounts must coincide with the ones indicated under Total Cost of Financial Proposal in Form FIN-2.*



**FORM FIN-2: Summary of Costs**

Activities	Costs			
	[Indicate Currency]			
Total Costs of each activity**				
.....				
.....				

*\*Indicate between brackets the name of the currency. Use as many columns as needed, and delete any that are not used.*

*\*\*Indicate the total costs, inclusive of local taxes, to be paid by the DGPC for each activity in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.*



**FORM FIN-3: Breakdown of Costs by Activity**

Group of Activities (Phase)*	Description**			
Cost Component	Costs			
	[Indicate Foreign Currency]			[Indicate Local Currency]
Remuneration				
Reimbursable Expenses				
Subtotals				

\*Form FIN-3 shall be filled in at least for the whole assignment activity wise. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill in a **separate Form FIN-3 for each group of activities**. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.

\*\* Names of activities (phase) should be the same as, or correspond to, the ones indicated in the second column of Form TECH-8.



**FORM FIN-4: Breakdown of Remuneration**

*(This Form FIN-4 shall only be used when the Lump-Sum Form of Contract has been included in the RFP for each activity separate form has to be prepared and submitted)*

Group of Activities (Phase): _____							
Name	Position	Input (person-months)	Person-month Rate	[Indicate Foreign Currency]			[Indicate Local Currency]
<b>Foreign Staff</b>							
	Environment Specialist (Team Leader)	10					
	Social Development Specialist (Co-Team Leader)	8					
	Environmental Flow Specialist	4					
	Aquatic and Riparian Biodiversity Specialist	4					
	Terrestrial Biodiversity Specialist	4					
	GIS Specialist ( <i>Note: this specialist can be local staff</i> )	2					
<b>Local Staff (to be given only in local)</b>							
	Environment Specialist (National expert and country focal point)	8					
		Total Costs*					

**Note:** The total person-months to complete this contract is **40**. The Bidder shall not exceed this total person-months for the purpose of Financial Proposal. Proposal that are quoted higher than the required minimum of **40** person-month will not be adjusted.

\*Total cost for each activity should equal to the total cost of remuneration as shown for that activity in form FIN 3



*(This Form FIN-4 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by DGPC)*

Name	Position	Staff-month Rate
<b>Foreign Staff</b>		
		[Home]
		[Field]
<b>Local Staff</b>		
		[Home]
		[Field]



**FORM FIN-5: Breakdown of Reimbursable Expenses**

*(This Form FIN-5 shall only be used when the Lump-Sum Form of Contract has been included in the RFP)*

Group of Activities (Phase): _____									
NO	Description	Unit	Quantity	Unit Cost	[Indicate Foreign Currency]				[Indicate Local Currency]
1	Per diem allowances	Per day	280						
2	International flight	Round trip	20						
3	Transportation within Bhutan	LS	1						
Total Costs*									

\*The total costs in this format for each activity should be equal to the total expenses for such activity shown in form FIN 3

**Note:**

*Quantity of Per diem allowances and international flight has been estimated considering four field visits by five International Experts. National Experts are not eligible for Per diem allowances. Transportation within Bhutan for all experts shall be Lump Sum amount covering domestic flight or travel via road.*



*(This Form FIN-5 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by DGPC)*

No	Description	Unit	Rate



## SECTION V – GENERAL CONDITIONS OF CONTRACT





## SECTION V – GENERAL CONDITIONS OF CONTRACT

### GCC.1. Definitions

GCC.1.1. The following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

- a) “Affiliate” means business concerns, organisations, or individuals that control each other or that are controlled by a common third party. Control may include shared management or ownership, common use of facilities, equipment and employees; or family interest.
- b) “Applicable Laws of Bhutan” means the laws and any other instruments having the force of law in Bhutan;
- c) “Consultant” means an individual or a legal entity entering into a Contract to provide the Services to DGPC under the Contract;
- d) “Consulting Services” means expert services of a professional and/or intellectual nature, provided by the Consultant based on specialized expertise and skills, pursuant to the Contract executed between DGPC and Consultant; Consultancy Services includes but not limited to policy advice, institutional reforms, management, engineering services, construction supervision, financial services, procurement services, social and environmental studies, hydrological studies, geotechnical and seismic studies, lineament mapping and identification, preparation of prefeasibility, feasibility and detailed project reports and implementation of projects;
- e) “Contract” means the formal agreement in writing, entered into between DGPC and the consultant on acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the Kingdom of Bhutan;
- f) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific assignment conditions;
- g) “Day” means calendar day of the Gregorian calendar. However, “Working day” as used herein means all calendar days excluding Sundays and Government holidays in the Kingdom of Bhutan;
- h) “DGPC” means Druk Green Power Corporation Limited including its successors and permitted assigns;
- i) “Domestic Bidder” shall mean any Bidder having nationality of Bhutan or a group of legal entities all members of the group having nationality of Bhutan. A legal entity shall be considered as having the nationality of Bhutan if it is registered within Bhutan constituted under and governed by the civil, commercial or public laws of Bhutan, and have its statutory office, central administration or principal place of business in Bhutan;
- j) “Effective Date” means the date on which this Contract comes into force and effect pursuant to **GCC.13**;
- k) “Foreign Currency” shall mean any currency other than Bhutanese Ngultrum (BTN)
- l) “GCC” means General Conditions of Contract;
- m) “Government” means the Royal Government of Bhutan (RGoB).
- n) “In Writing” means communicated in written form (eg by mail, electronic mail, fax, ) with proof of receipt;
- o) “ITC” means Instructions to Consultants;



- p) “LOI” means Letter of Invitation;
- q) “Month” means calendar month of the Gregorian Calendar.
- r) “Member” means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.
- s) “Party” means the DGPC or the Consultant, as the context requires, and “Parties” means both of them.
- t) “Personnel” means professional and support staff provided by the Consultant or by any Sub-Consultants and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professional and support staff who at the time of being so provided have their domicile outside Bhutan; “Local Personnel” means such professional and support staff who at the time of being so provided have their domicile in Bhutan; and “Key Personnel” means the Personnel referred to in **GCC.37.2**.
- u) “RFP” means Request for Proposal;
- v) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- w) “Sub-Consultant” means a Consultant selected to provide a pre specified service and nominated as sub-consultant to the main Consultant for such purpose;
- x) “Terms of Reference (TOR)” means the document included in the RFP as Section V which defines the objectives, goals, scope of work, activities, tasks, responsibilities of DGPC and the Consultant, required outputs and results of the assignment, as well as background information (including a list of existing relevant studies and basic data) to facilitate the Consultants’ preparation of their proposals.
- y) “Third Party” means any person or entity other than DGPC, the Consultant or a Sub-Consultant.

## **GCC.2. Relationship between the Parties**

GCC.2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between DGPC and the Consultant. The Consultant, subject to the Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## **GCC.3. Governing Law**

GCC.3.1. The Contract shall be governed by and interpreted in accordance with the laws of the Kingdom of Bhutan. The courts of Thimphu shall have exclusive jurisdiction in all matters arising out of the Contract unless otherwise stated in the SCC.

GCC.3.2. The Consultant shall, in all matters arising in the performance of the Contract, comply in all respects, give all notices and pay all fees required by the provisions of any statute, ordinance or other law or any regulation or by law of any duly constituted authority of the Kingdom of Bhutan.

GCC.3.3. The Consultant shall indemnify and hold harmless DGPC from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Consultant or its personnel including its Sub-Consultants and their employees.

## **GCC.4. Language**

GCC.4.1. The Contract, as well as all correspondence and documents relating to the Contract exchanged by the Consultant and DGPC, shall be written in English. Supporting



documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, the translation shall govern.

GCC.4.2. The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Consultant.

#### **GCC.5. Headings**

GCC.5.1. The headings shall not limit, alter or affect the meaning of this Contract.

#### **GCC.6. Notices**

GCC.6.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

GCC.6.2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SCC.

#### **GCC.7. Location**

GCC.7.1. The Services shall be performed at such locations as are specified in SCC, Appendix A of Appendices hereto and, where the location of a particular task is not so specified, at such locations, whether in Bhutan or elsewhere, as DGPC may approve.

#### **GCC.8. Authority of Member in Charge**

GCC.8.1. In case the Consultant consists of a joint venture/consortium/association of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards DGPC under this Contract, including without limitation the receiving of instructions and payments from DGPC.

#### **GCC.9. Authorized Representatives**

GCC.9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by DGPC or the Consultant may be taken or executed by the officials specified in the SCC.

#### **GCC.10. Contract Performance Security**

GCC.10.1. If specified in the SCC, the Consultant shall provide securities for due performance of the Contract, in the manner specified and as per the terms set forth in the SCC.

#### **GCC.11. Taxes and Duties**

GCC.11.1. As per **ITC.15.1**, DGPC will either pay or reimburse the Consultant for payment of such **indirect taxes**, duties, fees and other impositions levied under the Applicable Laws of Bhutan.

#### **GCC.12. Fraud and Corruption**

GCC.12.1. It is required that Consultants, their Sub-Consultants and the Personnel of both of them observe the highest standards of ethics during the execution of the Contract.

GCC.12.2. For the purposes of this sub-clause, the terms set forth are defined as follows:

- a) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;



- b) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- c) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- d) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- e) “obstructive practice” is
  - i. deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - ii. acts intended materially to impede the exercise of the inspection rights of DGPC or any organization or person appointed by DGPC.

GCC.12.3. DGPC will cancel the Contract if it at any time determines that representatives of the Consultant, any Sub-Consultant, the personnel of either of them, or any other participant in the procurement and Contract execution process, were engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement and selection process or the execution of the Contract.

GCC.12.4. DGPC will sanction a Consultant, Sub-Consultant or the personnel of either of them, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a DGPC Contract if at any time it determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a DGPC Contract.

GCC.12.5. DGPC will report the case of corrupt, fraudulent, collusive, coercive or obstructive practice to the relevant RGoB agencies, including but not limited to the Anti-Corruption Commission (ACC) of Bhutan, for necessary action in accordance with the statutes and provisions of the relevant agency.

GCC.12.6. DGPC will require the successful Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives or commission agents with respect to the selection process or the execution of the Contract. The information disclosed must include at least the name and address of the agent, representative or commission agent, the amount and currency, and the purpose of the commission or fee.

**GCC.13. Effectiveness of Contract**

GCC.13.1. This Contract shall come into force and effect on the date (the “Effective Date”) of DGPC’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

**GCC.14. Termination of Contract for failure to become effective**

GCC.14.1. If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SCC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.



**GCC.15. Commencement**

GCC.15.1. The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

**GCC.16. Expiration of Contract**

GCC.16.1. Unless terminated earlier pursuant to **GCC.21** hereof, this Contract shall expire at the end of such time period after the Effective Date as is specified in the SCC.

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.

**GCC.17. Entire Agreement**

GCC.17.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

**GCC.18. Modifications or Variation**

GCC.18.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

**GCC.19. Force Majeure**

GCC.19.1. "Force Majeure" shall mean any event or circumstance beyond the control of DGPC or of the Consultant, as the case may be, and which is unavoidable notwithstanding the reasonable care of the Party affected and which substantially affect the performance of the Contract. The event and circumstances of Force Majeure shall include, without limitation, the following:

- a) war, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war;
- b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts;
- c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de-jure or de-facto authority or ruler or any other act or failure to act of any government authority;
- d) strike by persons other than Contactor's or Sub Consultants employees/workers/labourers, sabotage, lockout, freight embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, epidemics, quarantine and plague;
- e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition (Inclement weather conditions shall either be in winter or in monsoon season which results in stoppage of work and such stoppage of work is duly recorded in the hindrance records maintained by the Druk Green for each contract. Provided where for the period of monsoon, the completion time has already been excluded), nuclear and pressure waves or other natural or physical disaster;
- f) shortage of labor, materials or utilities where caused by circumstances that are themselves Force Majeure.



- GCC.19.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and to avoid or overcome in the carrying out of its obligations hereunder.
- GCC.19.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- GCC.19.4. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- GCC.19.5. Measures to be taken:
- GCC.19.5.1. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- GCC.19.5.2. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- GCC.19.5.3. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- GCC.19.5.4. During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by DGPC, shall either:
- a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incur, and, if required by DGPC, in reactivating the Services; or
  - b) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- GCC.19.5.5. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to **GCC.47**.

## **GCC.20. Suspension**

- GCC.20.1. DGPC may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension. Upon remedying the failure by the Consultant the payments to the Consultant shall be commenced.

## **GCC.21. Termination**

- GCC.21.1. Termination by DGPC
- GCC.21.1.1. DGPC may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this clause. In such an occurrence DGPC shall give not



less than thirty (30) days written notice of termination to the Consultant, or sixty (60) days in case of the event referred to in paragraph (g) of this clause.

- a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to **GCC.20** hereinabove, within forty five (45) days of receipt of such notice of suspension or within such further period as DGPC may have subsequently approved in writing.
- b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enters into any agreements with its creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.
- c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to **GCC.47** hereof.
- d) If the Consultant, in the judgment of DGPC, has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing this Contract.
- e) If the Consultant submits to DGPC a false statement which has a material effect on the rights, obligations or interests of DGPC.
- f) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a continuous period of not less than sixty (60) days.
- g) If DGPC, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

**GCC.21.2. Termination by Consultant**

**GCC.21.2.1.** The Consultant may terminate this Contract, by not less than thirty (30) days written notice to DGPC, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this clause.

- a) If DGPC fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to **GCC.47** hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a continuous period of not less than sixty (60) days.
- c) If DGPC fails to comply with any final decision reached as a result of arbitration pursuant to **GCC.47** hereof.
- d) If DGPC is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by DGPC of the Consultant's notice specifying such breach.

**GCC.21.3. Cessation of rights and obligations**

**GCC.21.3.1.** Upon termination of this Contract pursuant to **GCC.14** or **GCC.21** hereof, or upon expiration of this Contract pursuant to **GCC.16** hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in **GCC.28** hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of its accounts and records set forth in **GCC.31** thereof (applicable for only time based contract), and (iv) any right which a Party may have under the Applicable Laws of Bhutan.

**GCC.21.4. Cessation of Services**



GCC.21.4.1. Upon termination of this Contract by notice of either Party to the other pursuant to **GCC.21.1** or **GCC.21.2** hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment, vehicles and/or materials furnished by DGPC, the Consultant shall proceed as provided respectively by **GCC.34** or **GCC.35** hereof.

#### **GCC.21.5. Payment upon Termination**

GCC.21.5.1. Upon termination of this Contract pursuant to GCC.21.1 or GCC.21.2 hereof, DGPC shall make the following payments to the Consultant:

- a) remuneration pursuant to **GCC.45.1** hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to **GCC.45.1** hereof for expenditures actually incurred prior to the effective date of termination; and
- b) except in the case of termination pursuant to paragraphs (a) through (e) of **GCC.21.1** hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel.

GCC.21.6. Disputes about events of Termination

GCC.21.6.1. If either Party disputes whether an event specified in paragraphs (a) through (f) of **GCC.21.1** or in **GCC.21.2** hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter for settlement through arbitration under **GCC.47** hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

#### **GCC.22. Standard of Performance**

GCC.22.1. The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to DGPC, and shall at all times support and safeguard DGPC's legitimate interests in any dealings with Sub-Consultants or Third Parties.

#### **GCC.23. Law governing Services**

GCC.23.1. The Consultant shall perform the Services in accordance with the Applicable Laws of Bhutan and shall take all practicable steps to ensure that any Sub-Consultants, as well as the Personnel of the Consultant and any Sub-Consultants, comply with the said Applicable Laws. DGPC shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

#### **GCC.24. Conflict of Interest**

GCC.24.1. The Consultant shall hold DGPC's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or its own corporate interests.

#### **GCC.25. Consultant not to benefit from Commissions, Discounts, etc.**

GCC.25.1. The payment of the Consultant pursuant to **GCC.45** hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to **GCC.26** hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to





ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

GCC.25.2. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising DGPC on the procurement of goods, works or services, the Consultant shall comply with the applicable procurement guidelines, and shall at all times exercise such responsibility in the best interests of DGPC. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of DGPC.

**GCC.26. Consultants and Affiliates not to engage in certain activities**

GCC.26.1. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

**GCC.27. Prohibition of conflicting activities**

GCC.27.1. The Consultant shall not engage, and shall cause its Personnel as well as its Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

**GCC.28. Confidentiality**

GCC.28.1. Except with the prior written consent of DGPC, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

**GCC.29. Liability of the Consultant**

GCC.29.1. 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.

**GCC.30. Insurance**

GCC.30.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by DGPC, insurance against the risks, and for the coverage specified in the SCC, and (ii) at DGPC's request, shall provide evidence to DGPC showing that such insurance has been taken out and maintained and that the current premiums thereof have been paid.

**GCC.31. Accounting, Inspection and Auditing for time based Contracts**

GCC.31.1. The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and costs, and the bases thereof, and (ii) shall periodically permit DGPC or its designated representative, for a period of up to five (5) years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by DGPC.

**GCC.32. Actions requiring prior approval**

GCC.32.1. The Consultant shall obtain DGPC's prior approval in writing before taking any of the following actions:

- a) Any change or addition to the Personnel listed in Appendix C of Appendices.



- b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by DGPC. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. In the event that any Sub-Consultants are found by DGPC to be incompetent or incapable in discharging their assigned duties, DGPC may request the Consultant to provide a replacement, with qualifications and experience acceptable to DGPC, or to resume the performance of the Services itself.
- c) Any other action that may be specified in the SCC.

**GCC.33. Reporting Obligations**

GCC.33.1. The Consultant shall submit to DGPC the reports and documents specified in Appendix B of Appendices hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered on CD ROM in addition to the hard copies specified in the said Appendix.

**GCC.34. Documents prepared by Consultants**

GCC.34.1. All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for DGPC under this Contract shall become and remain the property of DGPC, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to DGPC, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software, and use such software for its own use with prior written approval of DGPC. If license agreements are necessary or appropriate between the Consultant and third parties for the purposes of development of any such computer programs, the Consultant shall obtain DGPC's prior written approval to such agreements, and DGPC shall be entitled at its discretion to require recovery of the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

**GCC.35. Equipment, vehicles and materials provided by DGPC**

GCC.35.1. Equipment, vehicles and materials made available to the Consultant by DGPC, or purchased by the Consultant wholly or partly with funds provided by DGPC, shall be the property of DGPC and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to DGPC an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with DGPC's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by DGPC in writing, shall insure them at the expense of DGPC in an amount equal to their full replacement value.

**GCC.36. Equipment and materials provided by the Consultant**

GCC.36.1. Equipment or materials brought into Bhutan by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

**GCC.37. Consultant's Personnel and Sub-consultants**

GCC.37.1. The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

GCC.37.2. The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix C of Appendices. If any of the Key Personnel has already been approved by DGPC, his/her name is to be listed as well.

GCC.37.3. This clause **GCC.37.3** is applicable only for Time-Based Contracts



GCC.37.3.1. In order to comply with the provisions of **GCC.22** hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C of Appendices may be made by the Consultant by written notice to DGPC, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in GCC.45.1.1(b) of this Contract. Any other such adjustments shall only be made with the DGPC's written approval.

GCC.37.3.2. If additional work is required beyond the scope of the Services specified in Appendix A of Appendices, the estimated periods of engagement of Key Personnel set forth in Appendix C of Appendices may be increased by agreement in writing between DGPC and the Consultant. In case payments under this Contract exceed the ceilings set forth in **GCC.45.1.1 (b)** of this Contract, this will be explicitly mentioned in the agreement.

#### **GCC.38. Approval of Personnel**

GCC.38.1. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C of Appendices are hereby approved by DGPC. In respect of other Personnel which the Consultant proposes to use in carrying out the Services, the Consultant shall submit to DGPC for review and approval a copy of their Curricula Vitae (CVs). If DGPC does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by DGPC.

#### **GCC.39. Working hours, overtime, leave, etc.**

**This clause GCC.39 is applicable only for Time-Based Contracts.**

GCC.39.1. Working hours and holidays for Key Personnel are set forth in Appendix C of Appendices hereto. To account for travel time, Foreign Personnel carrying out Services inside Bhutan shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in or after their departure from Bhutan as is specified in Appendix C of Appendices hereto.

GCC.39.2. The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave. The Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C of Appendices.

#### **GCC.40. Removal and/or Replacement of Personnel**

GCC.40.1. Except as DGPC may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

GCC.40.2. If DGPC (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at DGPC's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to DGPC.

GCC.40.3. ***(This clause GCC.40.3 is applicable for only Time-Based Contracts)*** Any of the Personnel provided as a replacement under GCC.40.1 and GCC.40.2 above, as well as any reimbursable expenditure (including expenditures due to the number of eligible dependents) the Consultant may wish to claim as a result of such replacement, shall be subject to prior written approval by DGPC. The rate of remuneration applicable to a replacement person will be obtained by multiplying the rate of remuneration applicable to



the replaced person by the ratio between the monthly salary effectively to be paid to the replacement person and the average salary effectively paid to the replaced person in the period six months prior to the date of replacement. Except as DGPC may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

**GCC.40.4.** **In case of Lump-Sum Contracts, the above clause GCC.40.3 shall NOT be applicable.** In Lump-Sum Contracts, the Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

**GCC.41. Resident Project Manager**

**GCC.41.1.** If required by the SCC, the Consultant shall ensure that at all times during the Consultant's performance of the Services in Bhutan a resident project manager, acceptable to DGPC, shall take charge of the performance of such Services.

**GCC.42. DGPC's Obligations**

**GCC.42.1.** Unless otherwise specified in the SCC, DGPC shall use its best efforts to ensure that the Government shall:

- a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- b) Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in Bhutan.
- c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.
- d) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- e) Exempt the Consultant and the Personnel and any Sub-Consultants employed by the Consultant for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Laws of Bhutan.
- f) Grant to the Consultant, any Sub-Consultants and the Personnel of either of them the privilege, pursuant to the Applicable Laws of Bhutan, of bringing into Bhutan reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.
- g) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SCC.

**GCC.43. Change in applicable laws**

**GCC.43.1.** If, after the date of this Contract, there is any change in the Applicable Laws of Bhutan with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in **GCC.45.1.1.**



#### **GCC.44. Services, Facilities and Property of DGPC**

GCC.44.1. DGPC shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix F of Appendices at the times and in the manner specified in the said Appendix F of Appendices.

GCC.44.2. In case such services, facilities and property are not be made available to the Consultant as and when specified in Appendix F of Appendices, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to **GCC.45.1.1**.

#### **GCC.45. Payments**

GCC.45.1. **Payment clauses in case of Time-Based Contracts.** (This clause **GCC.45.1** will NOT be applicable for Lump-Sum Contracts.)

GCC.45.1.1. Cost estimates and Ceiling Amount

- a) An estimate of the cost of the Services payable in foreign currency is set forth in SCC. An estimate of the cost of the Services payable in local currency is set forth in SCC.
- b) Except as may be otherwise agreed under **GCC.18** and subject to **GCC.45.1.1(c)**, payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.
- c) Notwithstanding **GCC.45.1.1(b)** hereof if, pursuant to any of **GCC.43** or **GCC.44** hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in **GCC.45.1.1(a)** above, the ceiling or ceilings, as the case may be, set forth in **GCC.45.1.1(b)** above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

GCC.45.1.2. Remuneration and Reimbursable expenses

- a) Subject to the ceilings specified in **GCC.45.1.1 (b)** hereof, DGPC shall pay to the Consultant (i) remuneration as set forth in **GCC.45.1.2 (b)** hereunder, and (ii) reimbursable expenses as set forth in **GCC.45.1.2 (c)** hereunder. Unless otherwise specified in the SCC, said remuneration shall be fixed for the duration of the Contract.
- b) Payment for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with **GCC.15** and SCC (or such other date as the Parties shall agree in writing), at the rates referred to in SCC, and subject to price adjustment, if any, specified in SCC.
- c) Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in SCC.
- d) Any rates specified for Personnel not yet appointed shall be provisional and shall be subject to revision, with the written approval of DGPC, once the applicable salaries and allowances are known.
- e) Payments for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultant's home office and directly attributable to the Services (one hour being equivalent to 1/176th of a month or twenty-two (22) days



being equal to one month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of a month).

GCC.45.1.3. Currency of Payment

Foreign currency payments shall be made in the currency or currencies specified in the SCC, and local currency payments shall be made in Bhutanese Ngultrum (BTN).

GCC.45.1.4. Mode of billing and payment

Billings and payments in respect of the Services shall be made as follows:

- a) Within the number of days after the Effective Date specified in the SCC, DGPC shall cause to be paid to the Consultant advance payments in foreign currency and in Bhutanese Ngultrum (BTN) as specified in the SCC. When the SCC indicate advance payment, this will be due after provision by the Consultant to DGPC of an advance payment guarantee acceptable to DGPC in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee shall (i) remain effective until the advance payment has been fully set off, and (ii) be in the form set forth in Appendix G of Appendices hereto, or in such other form as DGPC shall have approved in writing. The advance payments will be set off by DGPC in equal instalments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.
- b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to DGPC, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to GCC.45.1.3 and GCC.45.1.4 for such month, or any other period indicated in the SCC. Separate statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion and which pertains to reimbursable expenses.
- c) DGPC shall pay the Consultant's statements within thirty (30) days after the receipt by DGPC of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, DGPC may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SCC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by DGPC. The Services shall be deemed completed and finally accepted by DGPC and the final report and final statement shall be deemed approved by DGPC as satisfactory ninety (90) days after receipt of the final report and final statement by DGPC unless DGPC, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount which DGPC has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to DGPC within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by DGPC for reimbursement must be made within twelve (12) calendar months after receipt by



DGPC of a final report and a final statement approved by DGPC in accordance with the above.

- e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
- f) Payments in respect of remuneration or reimbursable expenses which exceed the cost estimates for these items as set forth in Appendix D and E of Appendices may be charged to the respective contingencies provided for foreign and local currencies only if such expenditures were approved by DGPC prior to being incurred.
- g) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

**GCC.45.2. Payment clauses in case of Lump-Sum Contracts.** *(This clause GCC.45.2 will **NOT** be applicable for Time-Based Contracts.)*

GCC.45.2.1. Lump-Sum Payment

The total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A of Appendices. Except as provided in **GCC.43** and **GCC.44.2**, if the Parties have agreed to additional payments in accordance with **GCC.18**.

GCC.45.2.2. Payment for additional services

For the purpose of determining the remuneration due for additional services as may be agreed under **GCC.18**, a breakdown of the lump-sum price is provided in Appendices D and E of Appendices.

GCC.45.2.3. Terms and conditions of payment

Payments will be made to the account(s) of the Consultant and according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SCC. Such guarantee shall be in the form set forth in **Form C**, or in such other form as DGPC shall have approved in writing. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Consultant has submitted an invoice to DGPC specifying the amount due.

GCC.45.2.4. Interest on delayed payments

If DGPC has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Consultant for each day of delay at the rate stated in the SCC.

**GCC.46. Fairness and Good Faith**

GCC.46.1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

GCC.46.2. The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this clause shall give rise to a dispute subject to arbitration in accordance with **GCC.47** hereof.



## **GCC.47. Settlement of Disputes**

### **GCC.47.1. Adjudicator**

GCC.47.1.1. If any dispute of any kind whatsoever shall arise between DGPC and the Consultant in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Works— whether during the progress of the Works or after their completion and whether before or after the termination, abandonment or breach of the Contract – the Parties shall seek to resolve any such dispute or difference by mutual consultation. If the Parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either Party to the Adjudicator, with a copy to the other Party.

GCC.47.1.2. The Adjudicator shall be jointly appointed by DGPC and the Contractor under the Contract. Failing agreement between the two within thirty (30) days, the Adjudicator shall be appointed under the Contract on the request of either Party by the Appointing Authority specified in the SCC. The Adjudicator so appointed shall be by mutual consent.

GCC.47.1.3. The Adjudicator shall give its decision in writing to both Parties within thirty (30) days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either DGPC or the Consultant within fifty-six (56) days of such reference, the decision shall become final and binding upon DGPC and the Consultant. Any decision that has become final and binding shall be implemented by the Parties forthwith.

GCC.47.1.4. Should the Adjudicator resign or die, or should DGPC and the Consultant agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract; another Adjudicator shall be appointed in the same manner as provided in **GCC.47.1.2.**

GCC.47.1.5. The Adjudicator shall be paid fee plus expenditures incurred in the execution of its duties as Adjudicator under the Contract as specified in the SCC. These costs shall be divided equally between DGPC and the Consultant.

### **GCC.47.2. Arbitration**

GCC.47.2.1. If either DGPC or the Consultant is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within forty-five (45) days of a dispute being referred to it, then either DGPC or the Consultant may, within sixty(60) days of such reference, give notice to the other Party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

GCC.47.2.2. Any dispute, in respect of which a notice of intention to commence arbitration has been given, in accordance with **GCC.47.2.1**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Works.

GCC.47.2.3. Arbitration proceedings shall be conducted:

- a) in accordance with the rules of procedure designated in the SCC;
- b) in the place designated in the SCC; and
- c) in the language in which this Contract has been executed.

GCC.47.2.4. The arbitrators shall also decide on the cost of arbitration and allocation thereof. The expenses incurred by each Party in connection with the preparation and presentation of its case prior to, during and after the arbitration proceedings shall however be borne by the respective Party.

GCC.47.3. Notwithstanding any reference to the Adjudicator or arbitration herein:





- a) the Parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b) DGPC shall pay the Consultant any monies due to it.

GCC.47.4. The arbitration award shall be final on the Parties who shall be deemed to have accepted to carry out the resulting award without delay and to have waived their right to any form of appeal insofar as such waiver can validly be made.



## SECTION VI – SPECIAL CONDITIONS OF CONTRACT



## SECTION VI - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC Clause Reference	Particulars
GCC.3.1	Contract shall be governed by and interpreted in accordance with the laws of the Kingdom of Bhutan.
GCC.6.1 and GCC.6.2	<p>For any notices or request, the addresses are:</p> <p><b>DGPC:</b>                      Project Manager (Gongri-Jeri Project)                      Druk Green Consultancy                      Druk Green Power Corporation Limited                      Post Box No. 1351,                      Motithang, Thimphu, Bhutan                      Tel: +975-77231874                      Email: <a href="mailto:k.rabgay184@drukgreen.bt">k.rabgay184@drukgreen.bt</a></p> <p><b>Consultant Address:</b> _____                      Attention: _____                      Facsimile: _____                      E-mail (where permitted): _____</p>
GCC.7.1	Location where the services will be performed is: <b><i>As specified in the TOR</i></b>
GCC.8.1	The Member in Charge is: <b><i>Not Applicable</i></b>
GCC.9.1	The Authorized Representatives are:  <b><i>Both parties shall notify after signing the contract.</i></b>
GCC.10.1	<p>Whether Contract Performance Guarantee (CPG) needs to be provided for the Contract: <b><i>Yes</i></b></p> <p>The terms of the CPG will be as under:</p> <ol style="list-style-type: none"> <li>1. Within thirty (30) days from the date of Letter of Award, the successful Bidder shall furnish to the DGPC, a Performance Security in the form of Bank Guarantee issued by a Financial Institute of Bhutan or any Foreign bank and such Bank Guarantee enforceable in any financial institution in Bhutan for an amount of 10% (ten per cent) of the Contract Price in accordance with the conditions of the Contract.</li> <li>2. The format of the Bank Guarantee is provided in Form C of this document.</li> </ol> <p>The Performance security shall be valid thirty (30) days beyond completion period. If the work gets delayed, the performance security shall be extended by such period of time without any cost to DGPC.</p>
GCC.13.1	The effective time period shall be: <b><i>Date of signing of Contract Agreement</i></b>
GCC.14.1	Termination for failure to become effective shall be: <b><i>15 days from the date of signing of Contract Agreement</i></b>
GCC.15.1	The commencement of service shall be from the <b><i>date of signing of Contract Agreement</i></b>



GCC Clause Reference	Particulars
GCC.16.1	The time period for expiration of contract shall be <b><i>15 months from the date of signing of Contract Agreement.</i></b>
GCC.16.2	<p>Liquidated Damages: <b>Applicable as under:</b></p> <p>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 DGPC shall serve notice for such delays to the Consultant. Without prejudice to its other remedies under the Contract, DGPC shall levy liquidated damages at the rate of <b><i>0.10% of the Executed Price for delay of each day</i></b> subject to maximum of 10% of the <b>Executed Price.</b></p>
GCC.29.1	<p>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> <ul style="list-style-type: none"> <li>i. for any indirect or consequential loss or damage; and</li> <li>ii. for any direct loss or damage that exceeds by 1.1 times the total value of the Contract.</li> </ul> <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>
GCC.30.1	<p>The risks and the coverage shall be as follows:</p> <p>a) Professional liability insurance with a minimum coverage of One (1) times of Contract Price;</p> <p>b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Bhutan by the Consultant or its Experts or Sub-consultants, with a minimum coverage in accordance with the applicable laws in Bhutan;</p> <p>c) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Laws of Bhutan, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>d) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
GCC.34.1	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of DGPC.
GCC.41.1	<p><b><i>Resident Project Manager: Not required. However, the Consultant shall have a National Environment Expert from Bhutan who will act as country focal point.</i></b></p> <p><b><i>Also, there shall be a Team Leader (International) from the list of experts as per ToR in delivering the services.</i></b></p>



GCC Clause Reference	Particulars
GCC.42.1 (g)	DGPC shall provide to the Consultant, Sub-Consultants and Personnel any such other assistance: <b>Refer TOR</b>
GCC.45.1.3	The currency of payment shall be in <b>USD/BTN</b>
GCC.45.2.3	<p><b>Terms and conditions of payment: The payments shall be released based on achievements of milestone as under:</b></p> <p><b>1<sup>st</sup> Payment:</b> Ten percent (10%) of the contract price shall be paid upon approval of the Inception Report.</p> <p><b>2<sup>nd</sup> Payment:</b> Twenty percent (20%) of the contract price shall be paid upon submission of the report documenting the outcomes of the at least 2 seasons field survey (lean season &amp; pre-monsoon).</p> <p><b>3<sup>rd</sup> Payment:</b> Thirty percent (30%) of the contract price shall be paid upon completion and approval of first draft of the ESIA Report for Gongri HPP and associated documentation.</p> <p><b>4<sup>th</sup> Payment:</b> Thirty percent (30%) of the contract price shall be paid upon completion and approval of Final Report of Gongri HPP and Draft Report of Jeri PSP including associated documentation.</p> <p><b>Final Payment:</b> Ten percent (10%) of the contract price shall be paid upon completion and approval of the Final ESIA and associated documentation.</p> <p><b>Advance payment:</b> If the Consultant desires to avail advance payment, ten percent (10%) of the contract price shall be paid by the client against submission of unconditional bank guarantee from financial institutions of Bhutan for the same amount after signing the Contract. The advance payment shall be recovered on pro-rata basis from the milestone payment such that full advance amount is recovered at the time of releasing the 4<sup>th</sup> payment.</p>
GCC.45.2.4	Interest on delayed payments: <b>Not Applicable</b>
GCC.47	<p><b>Settlement of Disputes:</b></p> <p>The Parties will endeavour to resolve by mutual negotiation any dispute, differences, controversy or claims arising out of or in relation to this Contract, including the scope, validity, existence and the interpretation hereof, the activities performed hereunder, or for the breach hereof, arising between them in connection with this Contract. If the dispute or difference cannot be resolved in this manner within sixty (60) days of the notice by either Party of a dispute having arisen, the Parties shall arrange a meeting between appropriate senior executives designated by each Party, who shall have an additional thirty (30) days to resolve the dispute or difference.</p> <p>Subject to the above, any and all disputes, differences, controversies or Claims arising out of or in relation to this Contract, including the scope, validity, existence and the interpretation hereof, the activities performed hereunder, or for the breach hereof, which cannot be satisfactorily resolved by mutual negotiation within the said period of ninety (90) days, shall be finally settled by arbitration as per clause (i) and (ii) below:</p> <p>(i) Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the International Chambers of Commerce (“ICC”) in accordance with the arbitration rules of the International Chambers of Commerce (“ICC Rules”) for the time being</p>



GCC Clause Reference	Particulars
	<p>in force, which rules are deemed to be incorporated by reference to this Article.</p> <p>(ii) The seat and venue of arbitration shall be Bhutan. The tribunal shall consist of three arbitrators. The language of the arbitration shall be English.</p> <p>Notwithstanding the existence of any dispute or difference referred to adjudication or arbitration as per GCC 47 of the SCC, the Parties shall continue to perform their respective obligations under this Agreement.</p>



## SECTION VII – TERMS OF REFERENCE



## TERMS OF REFERENCE

### 1. Gongri Hydropower Project (HPP)

#### 1.1 Background

The Pre-Feasibility Study of Gongri Hydropower Project was carried out by the erstwhile Department of Hydropower and Power Systems (now renamed as Department of Energy) in February 2022.

The project is located on river Gongri, trans-boundary of Trashigang and Monggar Dzongkhags. The project area and its reservoir spread across seven Gewogs (Chaskar, Dramiste and Narang under Monggar and Udзорong, Kanglung, Samkhar and Yangnyer under Trashigang Dzongkhag). The main project components fall under Chaskar Gewog, under Monggar Dzongkhag. The dam and powerhouse sites are located at N: 3012569.35, E: 340499.52 and N: 3012313.52, E: 340686.92 respectively.

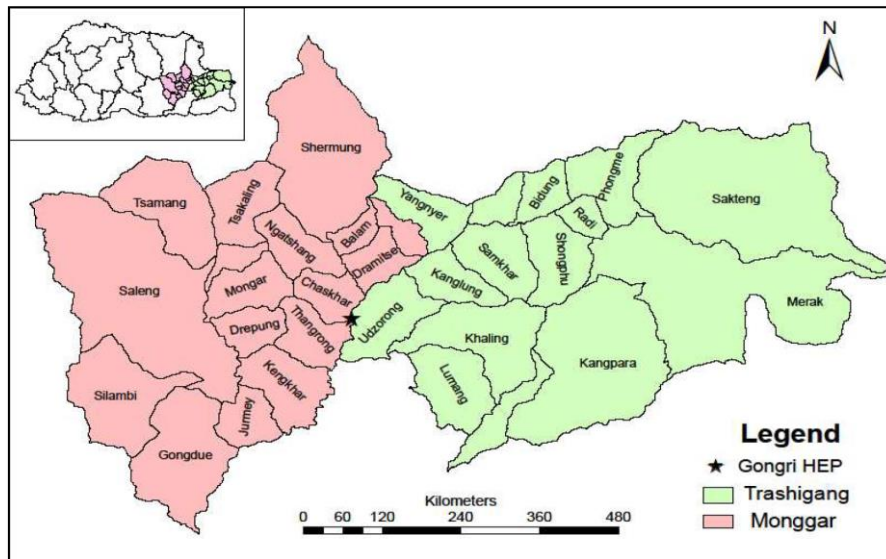


Figure 1: Location of Gongri Hydropower Project

The layout of the project as per the PFS-2022 is as provided below:

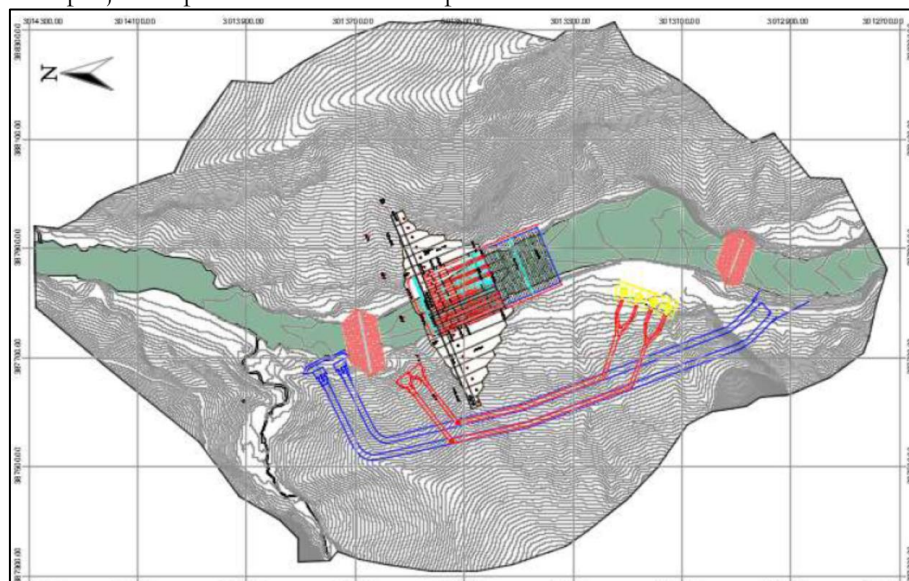


Figure 2: Project Layout





## 1.2 Key Features

The project envisages an installed capacity of 740 MW with an annual designed energy generation of 2,721.45 MU. The firm power of the project is 129 MW. The designed discharge and net head of the project is 612.52 m<sup>3</sup>/s and 133 m respectively.

The catchment area at the proposed dam site is 9,666 km<sup>2</sup>. For the hydrological studies, 10-daily discharge series from 1991-92 to 2018-19 (28 years) at the dam site was developed using long-term discharge series at Udzorong primary Gauge & Discharge (G&D) station having catchment area of about 9,175 km<sup>2</sup>. The annual mean flow at dam site is 325 m<sup>3</sup>/s, corresponding to a runoff volume of about 10,308 MCM. The dam has been designed for safe evacuation of Probable Maximum Flood (PMF) of 15,136 m<sup>3</sup>/s and Glacial Lake outburst flood of 1,300 m<sup>3</sup>/s. For the temporary river diversion, the annual monsoon discharge at return period of 1 in 25 years of 2,145 m<sup>3</sup>/s have been considered.

The project has the following features:

<b>Dam Complex</b>	<ul style="list-style-type: none"> <li>Concrete gravity dam of 177 m height from the deepest foundation level, with seven nos. of gated sluice spillways with breast wall to safely pass the design flood of 15,136 m<sup>3</sup>/s. Each spillway gate size of 5.0 m (W) x 10 m (H).</li> </ul>
<b>Water Conductor System</b>	<ul style="list-style-type: none"> <li>Twin tunnels of 7.5 m diameter circular shaped is designed to convey water to the powerhouse</li> </ul>
<b>Powerhouse Complex</b>	<ul style="list-style-type: none"> <li>Semi underground powerhouse - 104 m (L) x 22.0 m (W) x 36 m (H) has been proposed. It will have 4 units of Francis turbine with 185 MW each.</li> <li>GIS Building – GIS building is located upstream of powerhouse to house the transformers and gas insulated switchgear.</li> </ul>
<b>Electro-Mechanical Equipment and Power Evacuation</b>	<ul style="list-style-type: none"> <li>The project envisages a semi-underground power house operating at rated head of 133 m and total plant design discharge of 610.52 m<sup>3</sup>/s. The power house shall house four units of vertical Francis turbines with adequate capacity to provide 185 MW each at generator terminals and 10% continuous over load. The specific speed of turbine comes out to be 168.13 rpm and synchronous speed of the machine is 150 rpm.</li> <li>The power generated would be stepped-up to 400 kV through three single phase generator-transformer each of 13.8/400√3 kV, 76 MVA capacity for each unit with 10% overloading. The power generated from the project shall be evacuated using four circuits arranged in twin moose configuration of ACSR bare conductor wherein one 400kV Double Circuit (D/C) twin moose line is evacuated to Yangbari PS (single tower line) while the other 400 kV D/C twin moose line will be a LILOed to existing transmission line of Kholongchhu hydropower project.</li> </ul>
<b>Environment and Social Aspects</b>	<ul style="list-style-type: none"> <li>The initial environmental and social impact assessment was carried out as part of PFS. As per the study, there is no direct displacement of households due to the project design and location. However, around 132.55 acres of private land belonging to 282 households will be inundated under the reservoir. Further, two stupas and holy site at the confluence of Gongri and Sherichhu will also be submerged. The 6 km of Mongar-Trashigang highway will also come under submergence.</li> </ul>

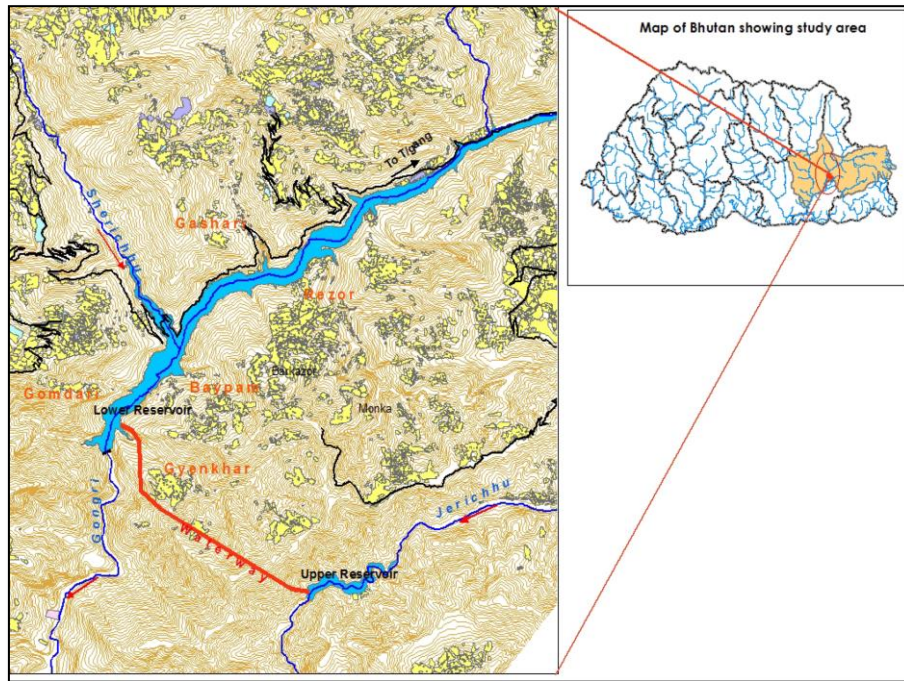
## 2. Jeri Pumped Storage Project (PSP)

### 2.1 Background

As part of the preparation of the Bhutan Power System Master Plan 2040 (PSMP-2040) by the Department of Energy, MoENR through the support of Japan International Cooperation Agency (JICA), the conceptual

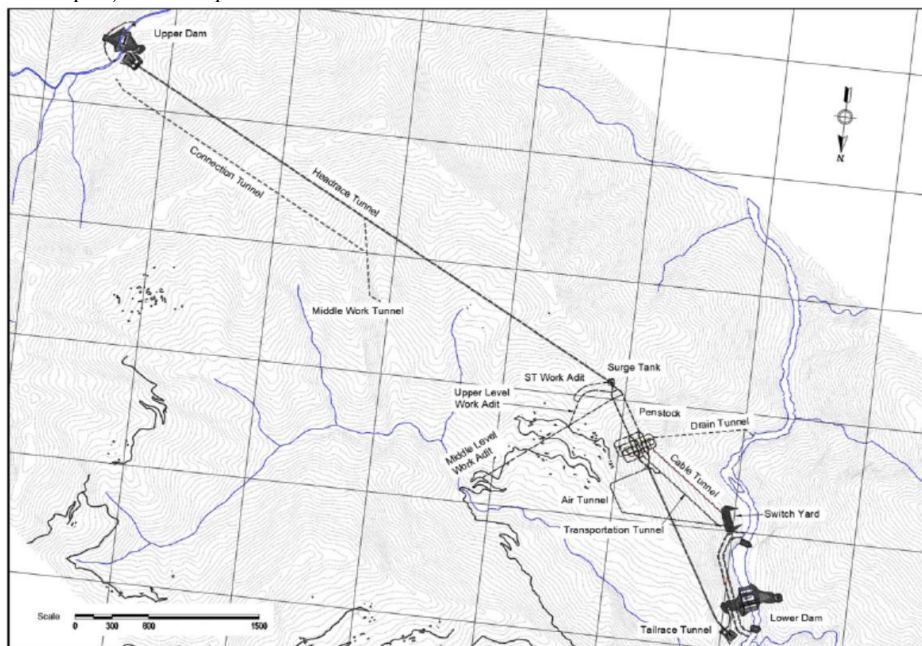


planning and design of two potential Pumped Storage Hydropower Projects (PSH) namely Jeri and Basochhu was carried out by JICA Experts in February 2022. As per the PSMP-2040 submitted as technical instruction report 2, the upper dam of Jeri PSH is located on river Jeri which is the left bank tributary of Gongri. The upper dam is located just downstream of Lisa village at location coordinate 27°11'19.42" N and 91°26'48.02" E. The underground powerhouse is located near Genkhar village at 27°13'0.51" N and 91°24'0.28" E. The lower dam for the Jeri PSH will be the Gongri dam.



**Figure 3: Location of Jeri Pumped Storage Project**

The layout of the project is as provided below:



**Figure 4: Project Layout**



## 2.2 Key Features

The Jeri PSH envisages an installed capacity of 1,800 MW. The designed discharge and net head of the project is 338 m<sup>3</sup>/s and 635 m respectively. The catchment area at the proposed upper dam site is 128 km<sup>2</sup>.

The project has the following features:

<b>Dam Complex</b>	<ul style="list-style-type: none"> <li>• Dam – The upper dam is of concrete gravity type with approx. height of 87 m from the deepest foundation level and crest length at top of 225 m.</li> </ul>
<b>Water Conductor System</b>	<ul style="list-style-type: none"> <li>• 8.2 m diameter tunnel of length 4,800 m</li> <li>• Penstock of internal diameter 4.7 m of length 1,293</li> </ul>
<b>Powerhouse Complex</b>	<ul style="list-style-type: none"> <li>• Underground Powerhouse - 220 m (L) x 34 m (W) x 54 m (H) has been proposed. It will have 4 units of reversible Francis pump-turbine.</li> </ul>
<b>Tailrace</b>	<ul style="list-style-type: none"> <li>• Internal diameter of 8.2 m and length 1,714 m</li> </ul>
<b>Electro-Mechanical Equipment and Power Evacuation</b>	<ul style="list-style-type: none"> <li>• Jeri PSH envisages underground powerhouse operating at net head of 635 m and total design discharge of 338 m<sup>3</sup>/s. The power house shall house four units of vertical shaft single stage discharge spiral Francis type pump-turbines with unit output of 450 MW each.</li> </ul>
<b>Environment and Social Aspects</b>	<ul style="list-style-type: none"> <li>• The initial environmental and social impact assessment has been carried out. As per the study, it was found that most of the project components fall within the state reserved forest land. However, some private land and 3 chortens which are already vandalized falls under reservoir submergence of Jeri dam. There are 11 households, 4 of which are gungtongs in the area. During the DPR stage, detailed study needs to be carried out to assess the socio-environmental impact of the project. The project is expected to improve local economy, generate employment and improve road connectivity and health facilities.</li> </ul>

## 3. Objective of the Assignment

As a part of the DPR preparation, Environmental & Social Impact Assessment (ESIA) of Integrated Gongri HPP and Jeri PSP will be carried out. The objective of this consultancy service is to conduct environmental and social assessments in line with the applicable requirements of the RGoB and safeguard policies of the international best practices (ADB and the WBG). Specific objective of the ESIA include:

- To carry out site investigations to collect primary data and review all available relevant secondary data to establish a comprehensive environmental and social baseline for the Project Area of Influence (AoI).
- To screen, identify and assess potential positive and adverse environmental and social impacts, including direct, indirect, and induced and environmental and social impacts associated with all project activities, as well as cumulative impacts of the project when taken together with impacts associated with other development projects.
- To develop proposed measures to avoid reduce, mitigate, manage and/or compensate for such impacts, including the institutional arrangements and required capacity building to implement all such measures and monitor their effectiveness, as required before the start of planning, construction and post construction phases separately.
- To identify potential opportunities and design appropriate measures to maximize complementary economic, financial, environmental and social benefits of the project.



- To ensure that all affected people receive assistance to enable them to improve or retain their pre-project living standards and be able to participate and share the benefits of the development.
- To ensure that impacts on vulnerable communities are avoided, minimized, mitigated and/or compensated, and that mechanisms are designed to ensure their meaningful participation during Project planning and implementation, and that they receive culturally appropriate benefits under the project.
- To conduct a public consultation process that ensures that project affected people and other stakeholders are informed about the project and its possible impacts, as well as offered the opportunity to share their opinions and feedback so as to input into these environmental and social assessment, planning and design studies and their implementation.
- To document all of the above mitigation and development interventions in appropriate forms and formats to be further discussed and agreed upon with DGPC.
- To review and assess the currently available relevant reports, studies and processes; identify the gaps, and undertake additional survey and assessment, if required to address these gaps; and to consolidate the reports into Final Reports to enable project implementation expeditiously.

The Consultant shall carry out this assignment by reviewing available information and conduct detailed assessment through additional literature research, field data collection and analysis, stakeholder consultations, and planning activities that would vary across the different assignment tasks.

#### **4. Study Area**

The study area should include the following:

- Catchment Area;
- Submergence Area (Gongri HPP & Jeri PSP);
- Project Area - an area within 5 km (or as may be defined by Bhutanese regulatory agency) from main project components (i.e., reservoir boundary, dam/diversion structure, power house etc.) and, to be extended to its projected area of influence/impact during normal operation or in the event of catastrophic failure.
- Upstream/downstream of the dam sites (to assess impacts of reduced flow). The analyses should include impacts (cumulative and catastrophic) that could affect downstream infrastructure/settlement facilities, command areas downstream of the reservoirs and areas of backwater influence upstream of the proposed reservoir and ancillary structures.

#### **5. Scope of Work**

The broad scope of the ESIA under this consultancy is to carry out Environmental & Social Impact Assessment of the proposed project covering economic, social and environmental aspects, identify both the positive and negative impacts, assessment of impacts with its economic evaluation and prepare Environmental Management Plan (EMP) to mitigate the adverse effects, including the socio-economic aspects and Resettlement & Rehabilitation (R&R) Plan (or RP) for project affected people and Environmental Flow (E-flow) Assessment, among others. The Consultant shall refer to all relevant policies, rules, regulations, guidelines and frameworks to address the fulfilments under each of these requirements.

##### **5.1 The Contents of the Report**

The following sections outline the report for the ESIA of the Integrated Gongri HPP & Jeri PSP.

##### **5.2 Title page:**

The title page should contain the following:

- The name and location of the project.



- Name and address of the proponent.
- Name, qualification and address of the ESIA consulting firm.

### 5.3 Table of Contents:

The title and page number of all sections, abbreviations, maps, plans, tables, figures, and annexure of the environmental assessment reports.

### 5.4 Executive Summary:

A brief description of the proposed project in clear and non-technical language including:

- The objective and need for the project. Explain whether the proposed project has been identified in the Hydropower Master Plan or not, if yes, what rank the project holds in the plan.
- Summary of project area to be acquired for various appurtenant works and the land use pattern within 5 km from the main project components (i.e., dam structure, midpoint of dam and power house) and catchment area.
- Summary of key findings and recommendations of the assessment, including the details of the main environmental impacts, social issues, project footprint of the main project and ancillary/associated facilities, economic benefits, and impacts covering cumulative impacts and proposed mitigation measures.
- A brief description on how the public was consulted stating the issues raised, resolved and pending.
- A brief description on an assessment of alternatives to the project, its main components and ancillary components with respect to the location, technical design and other environmental and social components.
- A brief description on the climate change impact, vulnerability & adaptation assessment.
- Project financial statement including project cost, funding source and the project activity schedule.
- Name of the organization/consulting firm preparing the ESIA report, and qualifications and experience of experts involved in the ESIA/EMP preparation.
- Project benefits: The local, regional and national benefits of the project should be explained.
- A declaration stating that the information disclosed in the ESIA report is correct.

### 5.5 Maps and Figures

All the maps should be colored and provided in A3 size.

- A map (1:50,000) specifying the location of the project.
- A study area map (1:50,000) of 5 km radius from the project indicating features such as a) total catchment area, b) directly draining catchment area, c) submergence area, & d) project area to be acquired for various appurtenant works area within 5 km from the main project components. The map should also include area of influence including direct impact area, indirect impact area and cumulative impact area.
- A map (1:10,000) showing the land use pattern of the a) directly draining catchment area, b) submergence area, & c) project area to be acquired for various appurtenant works area within 5 km from the main project components (i.e., dam axis, reservoir boundary, power house, HRT, etc.).
- A map (1:10,000) showing locations of human settlements and major constructions including roads and major industries/mines.
- To examine the cascading effect, a clear map (1:50,000) showing the approved/under construction/completed hydropower projects on both upstream (say Punatshangchhu I & II projects) and downstream of the proposed project.
- A drainage map (1:50,000) of the directly draining catchment up to the project site showing the submergence area of both main and regulating dams.
- Soil map (1:50,000) of the study area showing different regions and soil characteristics.



- Geological map (1:250,000) and seismo-tectonic map (1:1,000,000) of the study area of the 5 km radius from the main project component.
- A map (1:10,000) specifying the forest cover in the upstream and downstream area, and marking the presence of migratory corridors, occurrence of any endangered/threatened flora and fauna species and/or plants and animals of economic/ecological importance and, zonation of protected areas.
- A map (1:50,000) clearly showing the location of various monitoring stations (for ambient air, water, noise and soil).
- A map (1:25000) specifying the areas vulnerable to floods.
- Demarcation of snow fed and rain fed areas (1:10,000) for a realistic estimate of the water availability.
- A map (1:10,000) showing the number of villages (with population) getting affected due to the project.
- A map/layout showing the project components.
- A map with appropriate scale showing the proposed transmission and distribution line project together with alternative options, the location of towers, sub-stations and existing infrastructure along the length of new route/alignment.
- Map showing the dewatered reach where E-flow assessment was undertaken.
- Map of reach affected by hydro-peaking and flow-regime alteration if reservoir or dam toe type HPP.
- Map showing aquatic habitat characterizing the existing aquatic habitat as pool, riffle/rapid, or run and sediment morphology.

## 5.6 Policy and Legal Frameworks

Provide descriptions on the review of existing legislations and policies governing the implementation of the proposed activity and environmental assessment requirements.

## 5.7 Project Description

Describe whether the proposed project is as per the approved Power System Master Plan/Development plan of the area. Provide the following essential project related information:

### 5.7.1 Details of the Project Site and Proponent

- ✓ Location.
- ✓ Gewog.
- ✓ Dzongkhag.
- ✓ Name of proponent.
- ✓ Geographical coordinates for the location of dam, powerhouse, HRT, TRT outlet point and other project components.
- ✓ Present mailing address including telephone number, fax and email (if any).
- ✓ Name and contact address of the environmental focal person.

### 5.7.2 Catchment area characteristics

- ✓ Name of the river and major tributaries.
- ✓ Overall description of the catchment area.
- ✓ Total catchment area in km<sup>2</sup> including the catchment area at the intake.
- ✓ Rivers mean annual flow at the project site in Mm<sup>3</sup> (MCM).
- ✓ Maximum mean monthly flow at the project site in Mm<sup>3</sup> (MCM).
- ✓ Minimum mean monthly flow at the project site in Mm<sup>3</sup> (MCM).
- ✓ Probable maximum flood in Mm<sup>3</sup> (MCM).



- ✓ Headworks/spillway design flood in Mm<sup>3</sup> (MCM).
- ✓ Minimum flow of river in m<sup>3</sup>/sec.
- ✓ Number of tributaries in the dewatered reach.
- ✓ Minimum dry season flow from side streams/rivers in the de-watered stretch.

### 5.7.3 Type of project

- ✓ Simple run-off-river.
- ✓ Reservoir run-off-river (e.g., with daily or hourly storage).
- ✓ Seasonal storage.
- ✓ Pumped storage.
- ✓ With or without an inter-basin diversion.
- ✓ Location of the powerhouse in relation to dam.
- ✓ Installed capacity in megawatts.
- ✓ Energy generation.

## 5.8 Engineering characteristics

### 5.8.1 For hydropower plant

- ✓ Type and dimension of intake structure (dams).
- ✓ Power house type.
- ✓ Type of turbine(s).
- ✓ Flow through turbine(s).
- ✓ Tunnel length in km.
- ✓ Tunnel diameter in meters.
- ✓ Total length of access roads in km.
- ✓ Surge shaft top and its location, if applicable.
- ✓ Gross head.
- ✓ Provision for E-flow release.
- ✓ Fish migration – upstream and downstream.

### 5.8.2 Provide brief information on the construction power and power evacuation (Transmission line)

- ✓ Voltage level (in kV).
- ✓ Tapping point.
- ✓ Termination point.
- ✓ Length of line.
- ✓ Right of Way (RoW).
- ✓ Conductor (Number of lines and circuits, composition and diameter, minimum height over ground level for overhead lines, depth and trench and fill specifications for underground lines).
- ✓ Number, type and composition of towers.

### 5.8.3 Reservoir characteristics

- ✓ Reservoir area in hectares.
- ✓ Reservoir length in km.
- ✓ Reservoir volume in Mm<sup>3</sup> (MCM).
- ✓ Reservoir live storage in Mm<sup>3</sup> (MCM).



- ✓ Reservoir dead storage in Mm3 (MCM).
- ✓ Dead storage available for sediments above intake in Mm3 (MCM).
- ✓ Storage available for flood retention Mm3 (MCM).
- ✓ Reservoir draw-down height.
- ✓ Full reservoir water level elevation (meters).

#### 5.8.4 Permanent structure for power generation

- ✓ Main dam Dam/Diversion structure/weir.
- ✓ Bottom outlet.
- ✓ Secondary dam and dykes (if applicable).
- ✓ Intake.
- ✓ Spillway.
- ✓ De-sander, De-siltation tanks.
- ✓ Tunnel (if applicable).
- ✓ Surge tank (if applicable).
- ✓ Valve house (if applicable).
- ✓ Penstock (if applicable).
- ✓ Powerhouse.
- ✓ Switchyard.
- ✓ Tailrace and headrace tunnel(s).
- ✓ Re-regulation weir/dam (if applicable).
- ✓ Permanent access roads.
- ✓ Offices, residential areas and colonies.
- ✓ Reservoir.
- ✓ Adit (if applicable).

#### 5.8.5 Construction Phase

- ✓ The location and area of contractor's construction facilities (CCF).
- ✓ Temporary access roads.
- ✓ Size, number, location and capacity of the burrow pits and quarry site to be used for construction purposes.
- ✓ Muck disposal/spoil areas (in hectares).
- ✓ The resource requirement (cement, aggregates, steel, etc.) in appropriate units including its source, storage areas, mode of transportation and construction schedule should be presented in the ESIA report.

#### 5.8.6 Operational Phase

- ✓ Reservoir filling.
- ✓ Reservoir operation.
- ✓ Downstream hydrology and water quality below intake point.
- ✓ Downstream hydrology and water quality below tailrace.
- ✓ Downstream hydrology and water quality between intake point and tailrace.

#### 5.9 Alternatives to the project

A description and analysis of all feasible alternatives for all ancillary and associated facilities to the project covering the following:





- The alternative of not undertaking the project (i.e., no-build alternative) in absence of any alternative.
- Description of the project alternatives.
- Analysis of its potential environmental impacts and mitigation measures.
- Principle differences among the feasible alternatives under considerations, particularly regarding potential environmental impacts.
- Reasons for considering the present project over the other alternatives.
- Description of the cleaner technology and environmental management taken into consideration while selecting the equipment and technology.
- Integrated development of hydropower projects with multipurpose use of water for drinking, irrigation, flood control and recreational purposes.
- The alternative analysis should also cover alternatives for project/hydropower facilities' locations, routing/alignment for transmission line, permanent access road to various project components, ancillary facilities, technologies, and construction methods among others.

### 5.10 Description of Existing Environment of the Project Area (Baseline Data)

The ESIA report must present recent and relevant 4 (four) seasons baseline information pertaining to the geo-physical, biological, socio-economic and cultural situation of the area under study, including any changes anticipated prior to project implementation. Baseline information should be provided within the 5 km radius from the dam structure, midpoint of dam and powerhouse, and the powerhouse. The study area should be defined as the area of influence, including direct impact area, indirect impact area and cumulative impact area.

This section should provide detailed description and analysis of the type of baseline data and information collected, methodology used for data collection and explain how they were used, and the time and frequency of data collection. Based on the data collected, describe the existing baseline environmental and socio-economic conditions in quantitative and qualitative terms including comparison/analysis of the previous baseline data with the recent data.

Predictive, quantitative models and standards should be used for baseline data collection wherever possible to avoid vague and subjective predictions. Some of the models, but not limited to, are available in the *'Environmental Assessment Guideline for Hydropower Projects, 2012'*. In addition, the public and relevant stakeholder agencies should be involved during socio-economic data collection.

#### 5.10.1 Land

- ✓ Provide details of land use pattern, land cover (forested, agricultural, degraded, built up, non-built-up areas, etc.) by area, topography, soil characteristics, slope stability in the 5 km study area.

#### 5.10.2 Geological and Geospatial Aspects

Following aspects to be covered:

- ✓ Geography and physiography of the project site.
- ✓ Regional geology.
- ✓ Critical review of the geological features around the project area.
- ✓ Identify the current and potential landslide prone areas in and around the project area. The past records of landslides occurrence in the region should be scrutinized and information such as past events of landslides, area affected, frequency of occurrence per decade, geomorphologic conditions and degree of susceptibility to mass movement should be provided.
- ✓ Justify location & execution of the project in relation to structural components.



### 5.10.3 Seismo-tectonics

- ✓ Provide site-specific information on earthquake parameters and study on Design Earthquake parameters.
- ✓ Detailed description of seismic character of the study area should be included.
- ✓ Seismicity, tectonics and history of past earthquakes in the area

### 5.10.4 Hydrology of the basin

In the ESIA report, baseline description of hydrology should be presented. The monthly flow rates and the average annual flow rates of the river should be presented. Following points should be taken into consideration:

- ✓ Hydrology of the basin.
- ✓ Hydro-meteorology, drainage system.
- ✓ Rainfall-runoff data.
- ✓ Hydrology and length of the dewatered area.
- ✓ Source and possibility of a Glacial Lake Outburst Flood (GLOF) must be documented.
- ✓ Flood and its recurrence interval including data related to the frequency of floods, its location and maximum flood levels should be collected and presented in the ESIA report.
- ✓ Catastrophic events like cloudburst and flash floods, if any, should be documented.
- ✓ Water availability for the project and the aquatic fauna. The flow measurements shall be planned and executed in such a way that average, maximum, mean maximum, mean minimum and absolute lean flows should be modeled or measured.
- ✓ Estimated sedimentation rate

### 5.10.5 Biological resources

Data for the project area to be collected for four seasons with respect to the following:

#### i. Flora

- Provide information on the floral biodiversity resources (inclusive of but not limited to tree enumeration and survey of forest quality) of the river basin and project area.
- Total forest cover, type of forests, change in forest cover and threats and degradation of forests.
- Vegetation profile and number of species in the project area.
- Predominant flora and introduced exotic flora.
- Species Diversity Index (Shannon-Wiener Index) of the biodiversity and Importance Value Index of the predominant species.
- Documentation of economically important plants, medicinal as well as timber, fuel wood, non-wood timber products, etc.
- Endemic, endangered and threatened species and their geographical distribution as per Forest and Nature Conservation Act 1995 and IUCN red list.
- Location of any protected areas, biological corridors, conservation hotspots and other ecological sensitive areas in the project area.
- The carbon capturing potential of the forest land to be diverted or submerged.
- Conduct a critical habitat screening and assessment on terrestrial ecosystems in line with ADB/WB and relevant government regulations.

#### ii. Fauna and avifauna

- Inventory of terrestrial and avifauna wildlife
- Present status of wildlife as per Forest and Nature Conservation Act 1995 and IUCN Red list including their habitat condition (separately for aquatic habitat, terrestrial habitat and arboreal habitat).
- Status of Resident/Migratory/Passage migrants



- Species Diversity Index (Shannon-Wiener Index) of the Biodiversity and Importance Value Index (IVI) of the predominant species

### iii. **Aquatic ecology**

The study/sampling should be carried out in following locations at appropriate locations such as in the reservoir, upstream and downstream of the Dams during four seasons (dry, pre-monsoon, monsoon and post-monsoon). The study should comprise the following but not limited to:

- Inventory of existing aquatic fauna like micro-invertebrates, zooplankton, benthos, aquatic mammals, herptiles, phytoplankton and aquatic plant survey.
- Study the fish population and fish diversity in the influence area of the project and assess migratory fish population, if any.
- The above assessment should be done in each habitat type (i.e. pool, riffle/rapid, or run type) both below and above the dam including at least one downstream of tailrace and any major perennial tributaries.
- Identification of spawning habitats in concerned river and its tributaries, and migratory pattern.
- Specifically include biodiversity surveys targeted for any critically endangered, endangered or vulnerable aquatic species as identified by the IUCN or the Bhutan Schedule I, II and III.
- Assess the fluvial geomorphology of the river downstream of the powerhouse to understand the risk of geomorphic impacts from the proposed Project peaking operations (riverbed and bank erosions)
- Conduct a critical habitat screening and assessment on aquatic and riparian ecosystem in line with ADB/WB requirements and relevant government regulations, including no net loss and/or net gain, where applicable/relevant.

## 5.10.6 Physical Resources

### i. **Protected Area**

- Biotic pressure.
- Management plan for protected area (if any) and list of threatened/endangered flora and fauna including their habitat and associations as per FNCA 2023 and IUCN red list.

### ii. **Water resources**

- Collect and examine the water samples from different sampling stations including upstream and downstream of the dams, downstream of the power house and other major components. The sample should also be collected from the any water source (for potable water source for the project) and proposed wastewater discharge points.
- For the proposed potable water sources, a full suite of drinking water standards of Bhutan Drinking Water Quality Standard 2016 should be tested.
- Surface water quality (covering physio-chemical and biological parameters) during the dry, pre-monsoon, monsoon, and post-monsoon periods in line with the Environmental Standards 2020 and nationally stipulated methods.
- For ground water quality testing, pump test should be done to determine the quality of groundwater level and determine the potential impacts to the groundwater
- Study and provide information on current water use in keeping with the principles of the National Integrated Water Resources Management Plan, 2016.

### iii. **Air and Noise environment**

- Baseline information on ambient air quality in the project area in line with the Environmental Standards, 2020.
- Baseline information on noise environment in line with the Environmental Standards, 2020.
- The collection of air quality samples should be collected over a period of 24 hours near the proposed dam and powerhouse sites, quarry sites, muck disposal sites, off-sites access routes as well as the nearby villages during at least the dry and wet seasons.



- For conventional controlled blasting, the charge density, amount of delay and schematic plan etc, needs to be provided.
- The noise monitoring should be conducted at least at the proposed dam and powerhouse work areas, quarry sites, muck disposal sites, construction work camp locations, and off-site access routes as well as the nearby village taking measurements of one-hour LAeq over a 48-hour period.

#### 5.10.7 Socio-Economic Information

- ✓ Land details (agricultural, forest or other land types required for the project).
- ✓ Total land requirement, category of land (Government, Private, Forest, Others) getting affected due to the project.
- ✓ Demographic details of the population in the vicinity.
- ✓ Information on gender and vulnerable groups.
- ✓ Ethnographic profile.
- ✓ Presence of Indigenous peoples
- ✓ Education and literacy
- ✓ Land ownership
- ✓ Economic structure (household income and expenditures, employment and livelihoods).
- ✓ Development profile.
- ✓ Agriculture practices including cropping and horticulture pattern and practices in the study area and their dietary habits and food sources
- ✓ Existing public infrastructure (permanent, semi-permanent, temporary structures) and social services available to the affected population including education, road, health, water and sanitation, communication, network facilities, etc.
- ✓ Use of water: Identify all direct and indirect use of water (drinking, washing/bathing, agricultural and other purposes) in the study stretch through consultation with local communities and relevant agencies.
- ✓ Study on the structural integrity of the existing private and public structures.
- ✓ Information on common diseases in consultation with health establishments.
- ✓ Traffic density in the project area.
- ✓ Community Health and Wellbeing including access to community facilities (e.g., health facilities) and communication (e.g., phone, internet access) and identify key organizations (e.g., non-governmental organizations, civil society groups) active in the area
- ✓ Transport and access
- ✓ Waste Management Facilities (solid and hazardous waste)
- ✓ River and Other Water Source Use (e.g. navigation, fishing, bathing, washing, and drinking).

#### 5.10.8 Cultural Environment

- ✓ Provide inventory of Cultural heritage (both tangible and intangible) that may be affected directly or indirectly by the proposed project including from its ancillary facilities in consultation with the Department of Culture and Local government.
- ✓ Locate important religious structures or sites within the vicinity of project area, if any.
- ✓ Carry out cultural Heritage Impact Assessment

#### 5.10.9 Minimum E-flow assessment

- ✓ The assessment of minimum E-flow should be undertaken in line with the ***“Guideline to Determine Minimum Environmental Flow 4Regulations for Dewatered Reaches of Hydropower Projects in Bhutan, 2019”***.

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1 **Note:** *There will be no dewatered stretch for Gongri HPP as the Powerhouse will be located at the toe of the Dam similar to Kurichbu Hydropower Plant. The environmental flow assessment may be applicable only for Jeri PSP (Consultant to study).*



- ✓ Determination of approach and methodology to be applied for E-flow assessment can be undertaken as per the Decision-Making Tree under the E-flow guideline.
- ✓ Site selection for dewatered reach for E-flow assessment, reach affected by hydro-peaking and flow-regime alteration.

#### 5.10.10 Ecosystem Services

Consultant should conduct ecosystem services survey focusing on following points:

- ✓ Focus on provisioning services (food, fuel, timber benefits, and specifically quantifying seasonal fish catch and the number of households depending on these provisioning services) and cultural services (spiritual, recreational and aesthetic benefits).
- ✓ Document the extent of communities' use of these services, the extent of community reliance services to these, whether there is any seasonality to their use of these services, and evaluate potential alternatives for the use or replacement of these services.

#### 5.11 Social Aspects

Consultant should conduct social baseline survey:

- ✓ Household surveys to generally characterize the socioeconomics and demographics of the AoI (survey of any physically or economically displaced households, whether permanently or temporarily displaced and of other households within the AoI downstream potentially affected by the peaking power operation.)
- ✓ Focus group discussions (FGD) with key groups such as women, fisherfolks, and other river-based livelihoods, farmers, users of ecosystem services (e.g., non-timber forest products), and other vulnerable groups; and
- ✓ Key Informant Interviews (KII) with local officials, health workers, national park managers, and other key informants identified by the Consultant.

#### 5.12 Public Consultation

Public consultation needs to be carried out as per Article 16 of the Environment Assessment (EA) Act 2000, and Section 41 of the Regulation for Environmental Clearance of Projects (RECOP) 2016. The proponent must explain the expected impacts (both positive and negative) of the proposed project to the public and stakeholder agencies, listen to the concerns raised, provide clarifications and maintain record as follows:

- Description of issues raised and resolved during the consultation. List out pending issues and the proponent's views on the pending issues and how it will be addressed by the project.
- Provide evidence of public meeting and participation duly authenticated by the Local Government and Dzongkhag.
- Provide records of public consultation signed by the member(s) of the concerned local authority present during the public consultation.

#### 5.13 Assessment of Environmental Impacts

Assessment of potential environmental impacts should consider both negative and positive impacts of the construction and operation of hydropower and its allied activities and alternatives. The ESIA Report shall assess (in quantitative terms, to the maximum extent practicable) the direct and indirect potential environmental impacts from all aspects of the construction and operation of hydropower including short-term as well as long-term impacts for all the phases of the project (e.g., acquisition, development, operation and decommissioning) and cumulative impacts of the project.

Predictions of impacts should be accompanied by commonly used quantitative and qualitative methods and models available, but not limited to, in the *Environmental Assessment Guideline for Hydropower Projects, 2012*.



The ESIA Report should contain a list of both adverse and beneficial impacts anticipated as consequences of the proposed Project activities at different stages of project cycle and the following ancillary activities but not limited to:

- Submerged areas.
- Dewatered area and regime change.
- Permanent colony, labour camps, and offices, stores and other temporary structures.
- Proposed roads.
- Batching and mixing plants.
- Construction material extraction (quarry).
- Stacking Yards, workshop and job facilities.
- Muck disposal sites.
- Pre-construction power.
- All other ancillary facilities.

The impacts to be predicted and quantified, as far as possible in context of their magnitudes, location and duration. Matrices, networks, checklists and questionnaires used in the process of identifying impacts should be appended in the annexes. Any environmental quality standards or socio-economic measures applied in the assessment should be stated.

The impacts should be grouped into following categories.

#### **5.13.1 Land Environment**

- ✓ Changes in land use/land cover and drainage pattern.
- ✓ Changes in land quality including effects of waste disposal.
- ✓ Riverbank and their stability.
- ✓ Impact due to submergence and diversion of the river course.
- ✓ Impact of workforce on the local resources.
- ✓ Impact due to induced infrastructure development (if applicable).

#### **5.13.2 Biological Environment**

- ✓ Impact on forests, flora, fauna including wildlife, migratory avi-fauna, rare threatened and endangered species, medicinal plants, etc.
- ✓ Pressure on existing natural resources.
- ✓ Changes in aquatic ecosystems.
- ✓ Impact on breeding and nesting grounds of animals and fish, if any.
- ✓ Impact on fish migration and habitat degradation and/or loss due to decreased flow of water.
- ✓ Impact on animal distribution, migration routes (if any), habitat fragmentation and destruction.
- ✓ Conduct a critical habitat screening and assessment on terrestrial and aquatic/riparian ecosystem in line with ADB/WB requirements and relevant government regulations, including no net loss and/or net gain, where applicable/relevant.

#### **5.13.3 Water Environment**

- ✓ Changes and pollution in surface and ground water quality due to construction activities and induced development.
- ✓ Changes in water quantity and quality from water abstraction.
- ✓ Impact due to reduced flow in the dewatered stretch.
- ✓ Changes in the hydraulic regime and downstream flow.
- ✓ Sedimentation of reservoir and sediment as result of project construction
- ✓ Impact on the ground water flow and recharge due to tunneling works and impact on surface water bodies, etc.
- ✓ Impact of pollution load i.e., sewage disposal, sanitation, etc.



- ✓ Impact of muck disposal on water bodies.
- ✓ Hydrology has to be described pre- and post-project for the affected sections of the river. The baseline flows and post-project flows should be presented clearly showing changes in river flow from the effect of the project. This discussion should clearly indicate the flow data and estimation methods applied, and describe the catchment size and land cover; seasonality of river flows; and elevation, grade and accessibility (for river use) of the river sections where flow is reduced.

#### 5.13.4 Air and Noise Environment

- ✓ Changes in ambient and ground level concentrations due to total emissions from point and nonpoint (fugitive) sources.
- ✓ Impact of emission from Diesel Generator (DG) set used for construction power on the environment, if any
- ✓ Changes in ambient levels due to noise generated from equipment, blasting operations and movement of vehicles.
- ✓ Impacts on health of human and wildlife due to changes in air and noise quality.
- ✓ Vibration from heavy truck traffic and use of explosives, including potential for property damage – the effects must be quantified and compared to GIIP standards/guidelines with an explosive’s management plan in the ESMP.

#### 5.13.5 Socio-economic Impacts

- ✓ Impact of land acquisition including a list of all affected families including names of family members, age, educational qualification, source of income, land holdings, house/land to be acquired and house/land left after acquisition, details of any other property in possession and getting affected, animal possession, type of house, etc., number of houses, huts and other infrastructure that will be lost as a result of construction of various project components. Detailed scope is explained under Section 4. 2, Component II: Resettlement Plan below.
- ✓ Impact on local economy including demographic changes.
- ✓ Impact due to immigration of labour population.
- ✓ Impact on human health, hygiene and communicable disease risks.
- ✓ Impact due to increase in traffic.
- ✓ Impact and risks on gender and vulnerable groups.
- ✓ Impact on cultural heritage (both tangible and intangible) such as archaeological, paleontological, historical, religious, pilgrims’ properties, sacred sites, and traditions and customs among others. Any cultural heritage present in the project area and study area should be verified by the Department of Culture, MoHCA and Local Government. Further, views of DoC, MoHCA and relevant agencies must be sought.
- ✓ Physical and economic displacement: to be quantified especially those reliant on the river.
- ✓ Impact on Indigenous Peoples
- ✓ Impact on Gender, including sexual exploitation, abuse, and harassment
- ✓ Impact on Cultural Heritage (including physical cultural resources)

#### 5.13.6 Minimum E-flow Impacts

- ✓ Impacts of different E-flow scenarios on conservation, energy generation, socio-economic and cultural aspects, and hydrological regime as per Section 3.9.9.

#### 5.13.7 Climate Change Impacts

Detailed description of climate change study (using appropriate methodology) should be provided. A hydrological assessment of its watershed and the likely hydrological and allied risks associated under different climate change scenarios should be presented. And the change in project design, and implementation and management plan as per projections and scenarios under changing climate should also be included. The assessment should encompass the following:

- ✓ Impacts of temperature and precipitation due to changing climate.



- ✓ Impacts of climate change in the hydrological regime.
- ✓ Impacts of climate change during the operational life of the project.
- ✓ Vulnerability of a hydropower project to climate change, considering its geographic, regulatory, technical and socio-environmental characteristics.
- ✓ Identification and assessment of climate risks.
- ✓ The risks and opportunities for the hydropower projects.
- ✓ Hydrological and other associated risks.
- ✓ Assessment of likely Greenhouse Gas (GHG) emission (using GHG Reservoir (G-res) Tool) from the project (Reservoirs) and its implication on Carbon Neutral Policy of the country.

#### 5.14 Mitigation Measures and Environmental Management Plan (EMP)

A description and assessment of site specific physical, biological, and management measures designed to limit negative environmental impacts or to enhance positive environmental impacts during development and operation of the project should be provided. The ESIA Report shall specify in detail, the measures to be taken by the proponent to avoid, minimize and mitigate potential adverse environmental impacts. Provide implementation schedule for the mitigation measures. The ESIA Report shall also discuss alternatives to the proposed mitigation measures considered by the proponent, noting the relative benefits and costs of these alternative mitigation measures.

The EMP should discuss the mitigation measures against each impact, the timeline for completion, the responsible departments for implementation, the budget for the EMP, post monitoring provisions and reporting to the concerned regulatory authority. The EMP should essentially include but not be limited to the following:

- Catchment Area Treatment (CAT) Plan within Bhutan: Delineation of micro-watersheds in the river catchment and mapping of critically degraded areas requiring various biological and engineering treatment measures. Identify area for treatment based upon GIS methodology and Silt Yield Index (SYI) method (of AISLUS) coupled with ground survey. The prioritization of watersheds for treatment based upon SYI. Spatial Information in each micro-watershed should be earmarked on maps in the scale of 1:50,000. The CAT plan would be prepared with year-wise physical and financial details.
- Integrated management of the watersheds and catchment areas.
- Compensatory Afforestation Plan in consultation with DoFPS.
- Dam Break Analysis and Disaster Management Plan.
- Biodiversity Conservation & Wildlife Management Plan for conservation and preservation of endemic, rare and endangered species of flora and fauna, if present.
- Species Rescue Plan, if applicable
- Greenbelt Development Plan around the project area and reservoir periphery in consultation with DoFPS.
- Fisheries Conservation and Management Plan in consultation with the Department of Livestock (DoL).
- Air Quality and Noise Management Plan
- Labor Management Plan.
- Alternative fuel supply to workers.
- Soil Conservation.
- Plan for Land Restoration and Landscaping.
- Waste Water Management Plan including installation of Sewerage Treatment Plant.
- Surface and groundwater management plan.
- Reservoir Rim treatment Plan.
- Reservoir sediment management plan.





- Sanitation and Solid Waste Management Plan for domestic waste from colonies and labour camps, etc. taking into account three R's (Reduce, Reuse and Recycle) principle of waste management in line with the Waste Prevention and Management Act 2009 and its Regulation, 2012 (Amendment 2016). Explore the need for establishment and operation of sanitary landfill, if required.
- Public Health Delivery Plan/Human Health Management Plan including the provisions for drinking water facility for local community.
- Energy conservation measures.
- Environmental safeguard during construction (OHS).
- Decommissioning Plan of temporary structures.
- Blasting Operation.
- Crusher and Batching Plant Operation.
- Quarry restoration plan (in line with the approved Final Mine Feasibility Study Report).
- Muck Disposal Plan: The volume of spoil/muck discussed in the ESIA should be the volume of spoil after it has been dumped and compacted at disposal sites, as opposed to the excavation volume otherwise the volume required in disposal sites will be substantially underestimated. Include the following aspects:
  - ✓ Quantification of muck.
  - ✓ Identification of locations and activities wherein muck is generated.
  - ✓ Suitable sites for dumping of muck to be identified in consultation with DGPC and relevant stakeholders. All muck disposal sites should be at a safe distance from the river or any other water body.
  - ✓ Land cover and legal status of each proposed disposal site.
  - ✓ Consider soil bulking factor while estimating the total volume of muck to be disposed of. The percentage increase in volume is taken to be 30% - 40%.
  - ✓ General management measures to be implemented, i.e. topsoil stripping and stockpiling; final landform slopes, construction of suitable retaining structures and drainage; layer-wise compaction of loose muck; plantation of suitable tree species.
  - ✓ Final land use of each filled landform.
- Resettlement and rehabilitation plan including Local Area Development Plan in consultation with the PAPs, Project Authorities and the local government.
- Cultural heritage (both tangible and intangible) management plan in consultation with Dzongkhag Administration and Department of Culture & Dzongkha Development.
- Develop mitigation and management plan for different E-flow scenarios on conservation, energy generation, socio-economic and cultural aspects, and hydrological regime.
- Adaptation and mitigation measures to enhance climate change resilience or climate risk Management Plan.
- Measures to mitigate cumulative impacts resulting from combined effects of planned and existing projects.

### 5.15 Environmental Monitoring Programme

This section of the ToR must outline how the monitoring plan of project construction and operation will be elaborated. The Report should clearly specify the nature of the monitoring required, stipulating who should undertake these activities, the cost and any other necessary inputs. The time schedule for monitoring should also be specified. Provide a comprehensive plan covering the environmental and social variables to be monitored, and provide the location and timing of sampling and measurement of the variables. Include baseline, compliance and impact monitoring and indicators to be measured for each of them. Name the institutions responsible for monitoring the different variables and show how the management plan is expected to influence the operation of the project.



In order to ensure implementation of the EMP during project implementation and execution stage, the project management should spell out detailed plan to conduct environmental monitoring as follows but not limited to:

- Mechanism to self-monitoring for compliance with environmental regulations.
- Monitoring of quality of water, air, noise, vibration and occupational health status of project personnel and surrounding habitations and vulnerable population.
- Description of the administrative aspects and planned monitoring program to evaluate the effectiveness of various/specific aspects of technological/mitigation measures.
- Environmental audit of various activities including budgeting and financial management with reference to environmental management.
- Hydro geological monitoring for the entire life of the project.
- Analysis of data, its interpretation and evaluation of any additional studies to be carried out if required.
- Closure/Decommissioning Plan for the project activities along with the fund requirement for implementation of the activities.
- Monitoring of maintenance of minimum E-flow.
- In case of hydropeaking; monitoring of flow fluctuations & upramping/downramping periods in relevant time steps (e.g. 10 minutes).
- Access to tributaries, especially if they are spawning areas, must be monitored (it could be that measures need to be taken after every flood season to restore access).
- Monitoring, evaluation and reporting of climate change impacts and risks.
- Cost and budget outlay for all the plans: Cost for implementing all the EMP including the cost for implementing Environmental Monitoring Programme, aforesaid compensation, mitigation and management measures (Clearly outline a summary of cost estimate for implementing all the EMPs including the cost for implementation of environmental monitoring programme and operation of Environment Management Cell).

#### **5.16 Additional Studies**

This section contains a description of other major studies that may be undertaken in support of the preparation of the ESIA. If formal studies on environmental valuation and environmental risk assessment have been undertaken as part of the ESIA, these need to be included.

#### **5.17 Environmental Valuation**

Environmental Valuation provides means of assessing the benefits of environmental conservation and its contribution to the national economy. Based on such study, the benefits of the proposed Project and environmental conservation can be compared and decisions could be made accordingly. Therefore, this part of the study should assess the economic value of the conservation and protection of the environment in the proposed Project area and comparison of benefits with the proposed Project should be presented.

#### **5.18 Environmental Risk Assessment**

An environmental risk assessment may be a necessary part of the ESIA if there is considerable uncertainty about the likelihood or the magnitude of environmental impacts. The data collected during the basic ESIA studies provides much of the information needed for explicitly dealing with the uncertainties relating to environment impacts. There are two major categories of risk: 1) those to human health, and 2) those to ecosystem integrity. The primary goal of environmental risk assessment is to evaluate risks, their monetary costs, the costs of emergency response and/or avoidance of risk.

Environmental risk assessment studies require a high degree of scientific and mathematical rigor and may be costly if not properly planned.



## 6. Social Impact Assessment (SIA)

In the earlier ESIA, socio-economic study was carried out during the time of DPR preparation. In the current study, in order to assess the latest potential socio-economic impacts of the project and prepare mitigation measures for adverse social impacts, the following studies shall be carried out as a part of the current consultancy:

- **Component 1:** Conduct a SIA of the proposed Gongri HPP & Jeri PSP; and
- **Component 2:** Prepare a Resettlement Plan (RP) in accordance with internationally accepted standards and guidelines (ADB or World Bank standards/guidelines will be acceptable).

### 6.1 Component I- Social Impact Assessment

#### 6.1.1 Purpose and Objective

The overall purpose of the SIA is to assess, analyze, monitor and manage the social impacts of the proposed project.

The objective of the SIA is to produce an independent and robust Social Impact Assessment Report that will satisfy best practice and applicable national and international requirements.

The SIA process should be built on the following three elements:

- A detailed assessment of the socio-economic conditions of the people who may be negatively/positively affected;
- A detailed study of the impacts in terms of the extent of land acquisition, crop and tree loss, displacement, livelihoods and employment impacts, aesthetic impacts, cultural impacts (both tangible and non-tangible), community impacts, demographic impacts, development impacts, economic impacts, gender impacts, health impacts, impacts on vulnerable groups and indigenous peoples, infrastructural impacts, institutional impacts, leisure and tourism impacts, political impacts (good governance, human rights, democratization etc.), poverty impacts, psychological impacts, resource impacts (access and ownership of resources), and impacts on social and human capital;
- A detailed plan to mitigate the identified impacts and an assessment of the costs of such measures. It is essential to generate key indicators based on the SIA in order to facilitate monitoring. Most essential of all is that the impact assessments should be transparent, participatory, and verifiable.

#### 6.1.2 Scope of work

The previous ESIA has identified all affected people and communities that would be affected by the project. However, the current study should re-assess, update and re-identify all the affected people because of the combined scheme and change in project locations. It should define operationally relevant social issues that may affect project design, delivery, and outcomes, and provide mitigation measures for each adverse impact.

- **Tasks:**
  - ✓ Identify stakeholders and people who are directly affected (positively or negatively) and carry out a stakeholders' analysis.
  - ✓ Mobilize and train enumerators. Lead and provide overall guidance and supervision to enumerators in data collection. Ensure data quality control. Check and review the outputs submitted by enumerators to ensure accuracy, completeness and consistency of responses, conduct validation checks of a sample of accomplished questionnaires to ensure data reliability and consistency. Data analysis and reporting.
  - ✓ Provide specific recommendations to avoid/minimize social risks.
  - ✓ Inform, consult, and carry out dialogue with stakeholders on matters regarding project design



- alternatives, implementation of social mitigation measures, and provide specific recommendations on project areas with high social impacts, including identification of areas, such as presence of significant common property or indigenous communities that may require adjustments in project design or special assistance to mitigate the adverse impacts on them;
- ✓ Facilitate and coordinate the participation of stakeholders in meaningful consultations and discussions.
  - ✓ Document and analyze the local historical setting of the project area so as to be able to interpret responses to the proposed project, and to assess cumulative impacts.
  - ✓ Collect baseline data (social profiling) to allow evaluation and audit of the impact assessment process and the planned project itself.
  - ✓ Describe the relevant human environment/area of influence and baseline conditions of the people living in the proposed project area.
  - ✓ Provide a rich picture of the local cultural context, and develop an understanding of local community values, particularly how they relate to the planned project.
  - ✓ Conduct a socioeconomic survey of the affected population and provide a socioeconomic profile of the affected population and available infrastructure facilities or services in the project influence area to identify potential positive/negative impacts on poverty reduction and adverse impacts of the project on affected communities.
  - ✓ Identify and describe the activities which are likely to cause impacts (scoping) and identify the full range of probable social impacts that will be addressed.
  - ✓ Predict (or analyze) likely impacts and how different stakeholders are likely to respond.
  - ✓ Assist in the evaluation and selection of site alternatives.
  - ✓ Recommend mitigation measures for each adverse impact induced by the project.
  - ✓ Participate in the valuation process and provide suggestions about compensation (non-financial as well as financial).
  - ✓ Describe potential conflicts between stakeholders and advise on resolution processes.
  - ✓ Determine magnitude of adverse social impacts and identify social safeguard instruments as required based on national laws, policies, and regulations.
  - ✓ Develop coping strategies for dealing with residual or non-mitigatable impacts.
  - ✓ Advise on appropriate institutional and coordination arrangements for all parties.
  - ✓ Develop a mitigation plan.
  - ✓ Develop monitoring and evaluation plan/mechanism to assess social development outcomes during the implementation of the project and after its completion.

- **Methods and Tools**

- ✓ Conduct a detailed socioeconomic survey of the households and villages affected by the project.
- ✓ For socioeconomic, cultural, and institutional analysis, combine multiple tools and employ a variety of methods for collecting and analyzing data, including both quantitative and qualitative methods (expert and key informant interviews, focus group discussions, beneficiary assessments, rapid and participatory rural appraisal [RRA/PRA], and gender analysis).
- ✓ Develop interview schedules, field survey questionnaires, and checklist for data collection and discussions.
- ✓ Screen and prioritize social issues through different techniques, such as mapping and ranking.
- ✓ For determining the magnitude of impact and analysis of alternatives, indicate all information on structures, utilities and abutting land use that is likely to be affected within the project impact zone.
- ✓ The selection of SIA methodology should emphasize consultation and participation of project affected persons (PAPs), project implementing and executing agencies at the national, Dzongkhag and Gewog levels. The discussions with relevant government officials and local organizations should be participatory and broad-based, leading to the identification, selection, and agreement on project.



- ✓ Qualitative analysis should be undertaken in order to comprehend the intricacies of the causal chain and to inform and supplement the quantitative analysis. Methods could include PRA techniques, key informant interviews, most significant change approaches etc. The mix of qualitative and quantitative methods should be designed in order to maximize the usefulness of both types of data in the analysis, and to resolve shortcomings in either type of material.

## 6.2 Component II- Resettlement Plan

The proposed Gongri HPP & Jeri PSP will require private land to be acquired for construction of project infrastructure such as; access roads, power house, dams, surge shaft, offices and residential colonies, etc. Land acquisition from submergence area is expected to be substantial. Such land acquisition may induce involuntary resettlement, disturb indigenous communities/ethnic minorities, and impact on cultural properties of significance. Therefore, a detailed resettlement plan will have to be prepared. Cadastral Data required for Resettlement Planning shall be collected by the Consultant.

### 6.2.1 Purpose and Objective

The overall purpose is to improve the living standards, physical security, and productive capacity and income levels of all the people affected or, at the very least, to restore them to former levels or pre-project levels within a reasonable period of time.

The objective of the study is to prepare a Resettlement Plan in accordance with internationally acceptable standards and guidelines which sets out strategies to mitigate adverse effects induced by the project. The RP, among others, will establish the parameters for the entitlements package for affected people (APs), the institutional framework, mechanisms for consultation and grievance resolution, the time frame, and cost estimates.

### 6.2.2 Scope of Work

The study will cover all affected persons and formulate strategies in order to assist in determining project impacts on the social, economic, cultural, and livelihood activities of affected persons and communities, and provide mitigation measures in the form of fair compensation for losses suffered by APs.

- **Tasks**

- ✓ Record any measures taken to reduce land acquisition and resettlement impacts through changes in the design of the project.
- ✓ Mobilize and train enumerators. Lead and provide overall guidance and supervision to enumerators in data collection. Ensure data quality control. Check and review the outputs submitted by enumerators to ensure accuracy, completeness and consistency of responses, conduct validation checks of a sample of accomplished questionnaires to ensure data reliability and consistency. Data analysis and reporting.
- ✓ Conduct participatory rapid appraisal (PRA) in the project area. Identify key stakeholders and conduct meaningful consultations with them about the project and resettlement effects.
- ✓ Identify any vulnerable groups who might require special assistance and consult with them.
- ✓ Conduct a census of all the people potentially affected, to determine the scope and magnitude of likely resettlement effects, and to record likely losses. Suggest a cut-off date for entitlements.
- ✓ Conduct a socioeconomic survey of a sample of 30 percent of the people affected. Establish a baseline of incomes and expenditures, occupational and livelihood patterns, use of resources, use of common property (water sources, irrigation channels, tsamdros, sokshings, etc.), social organization, leadership patterns, local community organizations, and cultural parameters.
- ✓ Consult with the agencies (central as well as dzongkhag-level) responsible for land acquisition, land replacement, valuation of assets, and compensation rates.
- ✓ Review laws, regulations and directives of the RGOB that apply to land acquisition,



resettlement, and compensation. In this review consider the method for valuing assets, the timing and method of paying compensation, the legal and administrative procedures applicable, land titling, and registration procedures.

- ✓ Prepare an entitlement matrix listing all likely effects of permanent as well as temporary land acquisition. Establish criteria for the eligibility of resettlement assistance and benefits of affected households. Prepare standards for compensation and restoration of the social and economic base of the people affected to replace all types of losses.
- ✓ If APs are displaced and need to be relocated, prepare options for relocation and for income restoration which build upon the existing social, economic and cultural parameters both of the people affected and of any host populations. Provide for relocation costs, lost income, and income support during transition.
- ✓ Prepare a framework for participation of APs. All APs should be meaningfully consulted when designing entitlements and the implementation of land acquisition and resettlement. Prepare special measures for consultation with any vulnerable groups. Specify mechanisms for the resolution of grievances and an appeals procedure.
- ✓ Prepare an institutional framework that designates responsibilities to provide compensation, undertake relocation work, take responsibility for income restoration, supervise, manage, and monitor the implementation of land acquisition, land replacement and resettlement activities.
- ✓ Prepare a monitoring and evaluation plan, identifying the responsibilities, time frame, and key indicators. Specify the time frame for monitoring and reporting.
- ✓ Prepare a time-bound implementation schedule for land acquisition and resettlement in conjunction with the agreed implementation schedule for project components, showing how APs will be compensated before actual acquisition of the affected land, or before demolition of any affected structures.
- ✓ Prepare an indicative budget. Prepare indicative land acquisition and resettlement costs. Prepare budgetary allocation and timing. Specify sources of funding and approval process. Prepare an annual budget estimate for resettlement by major category of expenditures.

- **Methods and Tools**

- ✓ Conduct census, socioeconomic survey, and inventory of assets survey with the help of appropriately designed questionnaires and instruments.
- ✓ Participate in, and validate, the detailed measurement survey of all private land to be acquired by the project in collaboration with the dzongkhag land records officials to ascertain the precise amount, and type, of private land to be acquired and replaced.
- ✓ Conduct focus group discussions (FGDs) to discuss adjustment in designs.
- ✓ Conduct consultations and discussions with APs, dzongkhag and gewog officials, and the DGPC to finalize the implementation mechanism and to promote informed decision making.
- ✓ Develop database for Project Affected Households to enable monitoring.

### 6.3 Stakeholder Engagement Plan

The Consultant will prepare a Stakeholder Engagement Plan (SEP), which will describe how the Project will engage with Project Affected Persons (PAPs) and other stakeholders throughout the duration of the project and establish the framework for a tiered grievance mechanism. The objectives of the SEP are:

- ✓ To identify the stakeholders and establish a systematic approach to stakeholder engagement that will help the borrower build and maintain a constructive relationship with each potentially Project affected community in the AoI and other stakeholders with an interest in the project.
- ✓ To provide means for effective and inclusive engagement with Project-affected parties and other interested parties throughout the project life cycle on issues that could potentially affect them. This should include specific efforts to include vulnerable groups and women through separate Focus Group Discussions or other means.
- ✓ To assess the level of stakeholder interest and support for the project.



- ✓ To enable stakeholders' views to be taken into account in the project design and to improve the environmental and social sustainability of the Project.
- ✓ To ensure that appropriate Project information on environmental and social impacts and risks is disclosed to stakeholders in a timely, understandable, meaningful, accessible, and appropriate manner and format, and
- ✓ To provide PAP with accessible and inclusive means to raise issues and grievances, and allow the borrower to respond to and manage such grievances.

This SEP shall identify the key stakeholders, and describe the strategy, frequency, focus, and responsible party for the engagement with each stakeholder or stakeholder group. For the duration of the ESIA process, the responsible party for most engagements will be the Consultant. The SEP should also describe the grievance mechanism and include the grievance mechanism as an appendix, and the relationship of the SEP with the resettlement process.

Deliverables – draft and final SEP, with a proposed grievance mechanism as an appendix.

#### **6.4 Labour Management Procedure**

Continuing from and based on the identification of different project workers and risk analysis carried out under the ESIA, the consultant will develop a Labor Management Procedure (LMP) that will set out the way in which project workers will be managed, in accordance with the requirements of national law and international requirements (such as WB's ESS2). Key elements of the LMP should include:

- ✓ Description of the types of project workers to be employed under the project.
- ✓ Description of the anticipated risks, including Occupational Health and Safety, and its analysis.
- ✓ Review of the relevant national laws, regulations and policies related to labor management, including child labor, forced labor, etc.
- ✓ Laying out the policies and principles to be followed under the project, including terms and conditions of employment.
- ✓ A general code of conduct for project workers and gender-based violence management plan to minimize/mitigate such risks.
- ✓ Implementation arrangements, including delineation of responsibilities among PMU, contractors, sub-contractors, as well as management procedures and staffing plan.
- ✓ Contractor management.
- ✓ A grievance redress mechanism, to be established specifically for project workers.

At the same time, the project will also need to come up with actions to manage issues related to the other influx of in-migrants, including workers' family members, and the "camp-followers" who come in for business opportunities. This is probably beyond the contractors' obligation and would need close involvement of local administrations and the project office in their planning and implementation.

#### **6.5 Gender & Vulnerability Assessment**

The Consultant shall develop gender and vulnerability action plan by carrying an analysis on gender and vulnerability in the project area as part of the ESIA, including risks of gender-based-violence, to inform gender action planning and interventions related to vulnerable groups.

One particular risk is related to gender-based-violence (GBV)/Sexual Exploitation and Abuse/Sexual Harassment (SEA/SH) particularly with the estimated influx of population. This risk needs to be assessed and required mitigation measures need to be planned. All the above should be documented in the ESIA. Based on this analysis, the consultant will develop an action plan on gender and for vulnerable population, including specific actions against GBV. This plan could be included in the EMP.



## 7. Greenhouse Gas Emissions

The management may present emission savings from the generation of renewable energy as this is one of the major project benefits. Accordingly, the volume of CO<sub>2</sub> emissions that will be avoided per annum by the generation of renewable energy from the Project as opposed to the volume of CO<sub>2</sub> that would be emitted by the generation of an equivalent amount of power from the current mix of generation supplying the National Grid should be estimated.

## 8. Appendices

The following should be included in appendices:

- Maps related to the study.
- Aerial photographs if possible.
- Sample questionnaires, checklists, matrices, charts and photographs.
- Information on the hydrology, meteorology and geology of the project area.
- Information on vegetation, forest and fauna of the project area.
- Location and brief description of sensitive sites.
- Information on water quality, noise intensity and air quality of the project area.
- Audio-visual records of the area if any.
- Information pertaining to agriculture, livestock, soil and use of fertilizers in the area.
- Information on socio-economic and cultural impacts.
- Name and addresses of personnel and the institution(s) involved in the ESIA study.
- List of invited and consulted people in the project affected area, their opinions, records of public involvement (e.g., meeting, workshop, consultation).
- Persons and institutions contacted outside of the project affected area in the process of ESIA study, with their addresses and telephone numbers.

## 9. References

Should provide a list of references cited in the text of the main report.

## 10. Outputs and Deliverables

The final expected outcome of the Environmental and Social Impact Assessment Report should include, but is not limited to:

- Incorporation of earlier available studies into the current findings and impact assessments;
- Findings of the Environmental & Social Impact Assessment;
- Findings of analysis and consultations;
- Outline of social safeguard instruments as required;
- Recommendation for adjustments in designs during feasibility and detailed design stage;
- Environment Management Plan (EMP);
- Resettlement Plan (RP), with appropriate action plans and entitlement matrix to provide different types of assistance to all categories of affected people. The plan should include a detailed itemized budget and other resources required to implement the RP.

The report should be presented in the following formats:

- i. ESIA Report (Part A) for Standalone Gongri HPP. This report shall have separate EMP & RP Reports.
- ii. ESIA Report (Part B) for Integrated Gongri HPP and Jeri PSP.





## 11. Environmental Clearance of the Project

Environmental Clearance of the Project shall be pursued by DGPC. However, the Consultant shall update and incorporate into the report if there are comments from the stakeholders including Department of Environment & Climate Change (DECC). The Consultant should have adequately consulted DECC and other relevant stakeholders for comments and recommendations before finalizing the report.

## 12. Conclusions and Recommendations

Based on the findings of the ESIA study, conclusions should be drawn and recommendations should be made regarding project implementation.

## 13. Checklist for No Objection Certificate

In order to obtain an Environmental Clearance for the project, NOCs must be obtained from all relevant parties. A checklist of agencies from whom NOCs may be required should be presented.

## 14. Support from DGPC

DGPC will provide the Consultant with support in the form of:

- Providing necessary documentation such as background information, relevant data, engineering design reports, laboratory tests where applicable and other design documents related to the Project.
- Facilitating coordination between the ESIA Consultant and other ongoing consultancies such as technical consultants, including during site visits and meetings.
- Assisting the consultant in arrangements for meetings and field visits including obtaining permission and authorization necessary for the implementation of the consultancy.

## 15. Responsibilities of the Consultant

The Consultant shall be responsible for and budget costs for all facilities required for this consultancy including travel and accommodation for the duration of the consultancy.

## 16. Timeline and Deliverables

Total duration of consultancy services is 15 (fifteen) months. The Consultant shall deliver the required reports according to the following timeline, which reflects roughly estimated working time required and will be discussed and finalized during contract negotiations with the selected firm. The documents shall be the property of DGPC.

SN	Report	Timeline (from contract signing)
1	Inception Report	2 months
2	Report documenting the outcomes of the at least 2 seasons field survey (lean season & pre-monsoon).	6 months
3	Draft ESIA Report (Part A) for Standalone Gongri HPP	9 months
4	i. Final Report of ESIA for Gongri HPP (Part A); and ii. Draft ESIA Report for Standalone Jeri PSP	12 months
5	Final ESIA Report for Integrated Gongri HPP and Jeri PSP (Part B)	15 months



## 17. Expertise Required and Qualifications

A consulting firm shall be hired for this assignment. The team composition of the ESIA consultancy will require a total of 26-person months, 20 internationals and 6 nationals. The team composition is provided in the Table below. While the number and expertise of experts required from the Bidder to be deployed are listed in the below, the Bidder shall have full range of experts required to provide completeness of services for successful accomplishment of this consultancy contract.

SN	Designated experts	Indicative input (Person Months) <sup>5</sup>
1	Environment Specialist (Team Leader, International)	10
2	Social Development Specialist (Co-Team Leader, International)	8
3	Environment Specialist (National expert and country focal point)	8
4	Environmental Flow Specialist (International)	4
5	Aquatic and Riparian Biodiversity Specialist (International)	4
6	Terrestrial Biodiversity Specialist (International)	4
7	GIS Specialist <sup>6</sup>	2
	Subtotal (International)	32
	Subtotal (National)	8
	<b>Grand Total</b>	<b>40</b>

### 17.1 Key experts of the ESIA consultancy

The ESIA consultancy will include the following key experts:

- i. ***Environment Specialist (Team Leader, International)*** shall be in charge of coordinating the ESIA, EMP and RP and other plans integrating the inputs of each specialist, putting together the ESIA, and managing the consultation processes. He/She should have a graduate degree in environmental sciences, environmental or civil engineering, or a related field and at least 15 (fifteen) years' experience, including extensive international experience (outside the country of nationality of the expert), in leading and/or conducting an ESIA.
- ii. ***Social Development Specialist (Co-Team Leader, International)*** shall be in charge of the social aspects of this consultancy, including consultations for and social impact. He/she will organize, advise and coordinate the social team for their respective assignments and will be responsible for the quality and timely delivery of various required social outputs. The social specialist should have broad operational experiences, including extensive international experience (outside the country of nationality of the expert), in social development aspects such as gender and GBV/SEA/SH, solid knowledge and application experiences applying safeguard policies, particularly involuntary resettlement and indigenous people. This specialist is expected to have experiences in leading teams. A graduate degree in social sciences such as anthropology, sociology, economics, development or other related fields and a minimum of 15 (fifteen) years of relevant professional experiences is required.
- iii. ***Environment Specialist (National expert and country focal point)*** to work with the environmental specialist (Team leader, international) to design and conduct fieldwork for ESIA and other plans, putting together the ESIA, and conduct the consultation processes. As the national focal

<sup>5</sup> This is indicative while it is crucial to complete task required in a satisfactory manner on a performance-based contract.

<sup>6</sup> This specialist can be either national or international.



point, he/she is also expected to work closely with the Environmental Specialist (Team Leader) and Social Development Specialist (Co-Team Leader) to coordinate environmental and social aspects of the project. He/She should have a graduate degree in environmental sciences, environmental or civil engineering, or a related field and a minimum of 10 (ten) years of experience in conducting an ESIA.

- iv. ***Environmental Flow Specialist (International)*** – The specialist should have a graduate degree in civil engineering, hydrology/ecohydrology, environmental sciences or a related field and minimum of 10 (ten) years of experience in aquatic ecology, water quality and environmental flow assessments in hydropower projects. He/she should have a deep understanding in environmental decision processes, and utilizing multi-criteria approaches to holistic (environmental and social) decision making in hydropower projects, including ecohydraulic modelling and impact assessment of flow regimes on aquatic ecosystems. He/She should also have deep understanding of and experience in applying international standards on environmental and social standards. He should be able to determine the E-flow based on the Guideline to Determine Minimum Environmental Flow - Regulations for Dewatered Reaches of Hydropower Projects in Bhutan, 2019 using appropriate tool, software and equipment.
- v. ***Aquatic and Riparian Biodiversity Specialist (International)***– The Specialist should have a graduate degree in aquatic biology, freshwater ecology, environmental studies or a related field and a minimum of 10 (ten) years’ experience in conducting aquatic and riparian ecosystems assessments in hydropower projects. He/She should also have deep understanding of macroinvertebrates and experience in applying international standards.
- vi. ***Terrestrial Biodiversity Specialist (International)*** –The Specialist should have a graduate degree in terrestrial biology, zoology, ecology, wildlife management or a related field and a minimum of 10 (ten) years’ experience in conducting terrestrial biodiversity impact assessments including in hydropower projects. He/She should also have an understanding of and experience in applying international standards on natural and critical habitat assessments (for instance World Bank ESS6 and/or IFC PS6 and those of ADB’s).
- vii. ***GIS Specialist*** –The specialist should have a graduate degree in geography, cartography or a related field such as engineering or environmental science and added specialized coursework in GIS, cartography and surveying with a minimum of 10 (ten) years’ experience in designing digital maps using geospatial data and in analyzing spatial and non-spatial information. Alternatively, he/she can have a diploma with specialized course in GIS, cartography or related fields with 15 (fifteen) years of experience.

In addition to the above key experts, the Consultant shall have data analyst, surveyors, technicians, enumerators and data entry assistants to assist the above experts in sampling, identification and to carry out other field/office works. They should have a general knowledge of the project area, fieldwork activities and be able to communicate in relevant local languages.

#### 18. Attachment of DGPC Officials in this work

DGPC shall be assigning appropriate officials with the Consultants for execution of this work. The Consultant shall integrate the DGPC official (s) and involve in all phases of works.



## SECTION VIII – CONTRACT FORMS

- A. Form of Letter of Award
- B. Form of Contract
- C. Form for Performance Security



**Form A – FORM OF LETTER OF AWARD**

Reference No. ....

Date.....

To  
[Name and Address of the Consultant]

Dear Sirs,

This is to notify you that your Bid dated..... for execution of the .....

..... [Name of the Contract and Tender No., as given in ITB] for the  
Contract Price of ..... [Name of the currency and amount in words and  
figures as corrected and modified in accordance with the ITB] is hereby accepted by DGPC.

You are hereby requested to furnish Contract Performance Security, in the form detailed in **GCC.10** for an amount of .....[insert amount of performance security]..... within fifteen (15) days of the receipt of this Letter of Award and the validity of the Contract Performance Security shall be up to .....[insert validity].....

Failure to submit the Contract Performance Security within the period stipulated above shall constitute a ground for the annulment of the award and entail forfeiture of Bid Security.

This letter is being issued to you in duplicate. Please retain one copy for your records and return the other copy to DGPC after recording on the letter “Accepted Unconditionally” under the signature of the authorised signatory.

Please acknowledge receipt.

Yours faithfully,

Signature

[Name and title of signatory]

[DGPC's address]



**Form B – FORM OF CONTRACT**

(Text in brackets [ ] is optional; all notes should be deleted in final text)

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [full name of DGPC] (hereinafter called “DGPC”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

“..... (hereinafter called “DGPC”) and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to DGPC for all the Consultant’s obligations under this Contract, namely, [name of Consultant] and [name of Consultant] (hereinafter called the “Consultant”).]

**WHEREAS**

- (a) DGPC has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to DGPC that he has the required professional skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - i) Contract Agreement
  - ii) Contract Performance Security
  - iii) Letter of Award
  - iv) Negotiation’s Minutes of Meeting
  - v) Special Conditions of Contract
  - vi) General Conditions of Contract
  - vii) Terms of Reference
  - viii) Contractor’s Bid Documents
  - ix) Any other documents forming part of Contract
2. The mutual rights and obligations of DGPC and the Consultant shall be as set forth in the Contract, in particular:
  - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) DGPC shall make payments to the Consultant in accordance with the provisions of the Contract.
3. The Contract amount between DGPC and the Consultant shall be .....

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

**Sealed and Signed by both parties**



**Form C – FORM OF PERFORMANCE SECURITY**

**PROFORMA FOR PERFORMANCE SECURITY**

To

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Whereas (Name of the Consultant) herein after called the “Consultant” has undertaken \_\_\_\_\_  
\_\_\_\_\_ (Name of works) in pursuance of Contract No. \_\_\_\_\_  
\_\_\_\_\_ dated.....herein after called the “Contract”.

AND WHEREAS it has been stipulated by you in the Contract that the Consultant shall furnish you with a Bank Guarantee by .....(Name of the Bank) for the sum of .....(specify amount) as security for compliance with the Consultant’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Consultant a guarantee; therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of (amount of guarantee in words and figures) and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limit if.....as aforesaid , without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

The guarantee is valid until \_\_\_\_\_ Day of \_\_\_\_\_

[NAME OF GUARANTOR]

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_

Authorized Representative

Date: \_\_\_\_\_

Address: \_\_\_\_\_



## SECTION IX – PERFORMANCE EVALUATION SYSTEM





## SECTION VII – PERFORMANCE EVALUATION SYSTEM

### 1 INTRODUCTION

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

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

### 2 OBJECTIVES

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

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

### 3 PERFORMANCE EVALUATION SYSTEM (PES)

The assessment of the Consultants shall be done as follows:

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

#### 3.1 Scope Management (15%)

SN	Evaluation Criteria	Score	Key performance measure	Remarks
3.1.1	Commencement	5%	✓ Early= 120% ✓ On time=100% ✓ Late=0%	As per the contract agreement
3.1.2	Work Schedule	5%	✓ On time =100% or else 0%	As per contract agreement
3.1.3	Resource deployment	5%	✓ Full deployment = 100% or else 0%	As per contract agreement

#### 3.2. Time Management (20%)

SN	Evaluation Criteria	Score	Key performance measurement	Remarks
3.2.1	Meeting Milestones/ Deliverables	5%	✓ On time = 100% ✓ Delay up to 20% = 80%	To be measured as per the work schedule submitted.



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

### 3.3. Quality Management (30%)

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



### 3.4. General Assessment (35%)

SN	Evaluation Criteria	Score	Key performance measurement	Remarks
3.5.1	Cooperation and Coordination with Employer	4%	<ul style="list-style-type: none"> <li>✓ Excellent = 100%</li> <li>✓ Good = 50%</li> <li>✓ Poor = 0%</li> </ul>	To be rated on the promptness of the Contractor on resolution of any issue and on following the guidelines set in the Contract Document. Also on the communication, returning of phone calls or replying of emails.
3.5.2	Personnel Resource Management	5%	<ul style="list-style-type: none"> <li>✓ Availability of proposed professional = 100% or else 0%</li> </ul>	As per the staffing schedule submitted and agreed between both the parties.
3.5.3	Technical Competence	10%	<ul style="list-style-type: none"> <li>✓ Excellent (resolves issues by themselves)= 100%</li> <li>✓ Good (with discussion with Client) = 50%</li> <li>✓ Poor (solutions given by the Client)= 0%</li> </ul>	The ability of the consultant to resolve an issue and notifying the Client on the same.
3.5.4	Integrity and Ethical Conduct	4%	<ul style="list-style-type: none"> <li>✓ Zero written complaints = 100% or else 0%</li> </ul>	
3.5.5	Accurate communication	4%	<ul style="list-style-type: none"> <li>✓ Excellent=100%</li> <li>✓ Good= 80%</li> <li>✓ Poor = 0%</li> </ul>	An excellent communication would mean returning calls and emails before the day ends.
3.5.6	Trainings and back up services	4%	Survey to be conducted = 100% or else 0%	
3.5.7	Problem Resolution	4%	<ul style="list-style-type: none"> <li>✓ Excellent= 100%</li> <li>✓ Good (needs to be prompted twice) = 50%</li> <li>✓ Poor (always needs to be prompted) =0</li> </ul>	An excellent Consultant would mean being proactive and providing problem resolution without the need of being prompted.

## 4 CONSULTANT ASSESSMENT CATEGORY

The Consultants shall be categorized into three categories as under:

Category	Score	Remarks
A	80-100	✓ Recommended/Preferred Consultants



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

## 5 EVALUATION PERIOD AND DEBARMENT

### 5.1 Evaluation period

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

### 5.2 Debarment of Consultants

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

