

Clarifications to the queries received against RFP No: CO0020/2025 dated June 13, 2025: Consultancy Services for Preparation of Detail Project Report (DPR) including Environmental and Social Impact Assessment (ESIA) of Khomachhu Hydropower Project

SN	Reference Clause	Description as per RFP Document	Queries from Bidders	DGPC's Response to Queries
SECTION II: INSTRUCTION TO CONSULTANTS				
1	ITC.3.1.	<p>“c) Conflicting Relationships: A Consultant, including its Sub Consultant, affiliates and the Personnel of any of the foregoing: [...] 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.”</p>	<p>We are in the process of preparing our bid for the referenced tender and we are considering associating with national sub-consultant. However, we seek clarification on the clause ITC. 3.1 item c). In this respect we would like to disclose that the spouse of the National Consultant is currently employed with DGPC. We would also like to emphasize that this DGPC employee has no involvement whatsoever in the preparation of this tender or in any activities related to our bid. In light of the above, we kindly request your formal confirmation on whether this association would be considered a conflict of interest under the terms of the RFP, and whether our association with National consultant would in any way render our bid non-compliant or ineligible.</p>	<p>While it is acknowledged that the DGPC employee in question has no involvement whatsoever in the preparation, procurement, evaluation, or execution of the assignment, the relevant RFP provision does not differentiate based on the extent of such involvement.</p> <p>Accordingly, a strict interpretation of Clause ITC 3.1(c)(ii) leads to the conclusion that the engagement of a National Consultant who is the spouse of a DGPC employee constitutes a conflicting relationship and, as such, renders the bid non-compliant and ineligible for contract award under the terms of this RFP.</p>
			<p>Please be informed that we would like to propose the local company, as our subconsultant.</p> <p>Therefore, in accordance with ITC. 13.2 (a) of the Bid Data Sheet, we kindly ask you to confirm whether the inclusion of this firm is confirmed and acceptable to you.</p>	



SN	Reference Clause	Description as per RFP Document	Queries from Bidders	DGPC's Response to Queries
2	IITC.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.	We understand that this clause is applicable for the staff stated by the consultant in the technical proposal who are residents / citizens of Bhutan. The same shall not be applicable for the expats. Please confirm. Please elaborate the process for obtaining such certifications from the Authorities in Bhutan.	<p>This requirement applies to all individuals nominated in the Technical Proposal who are current or former government employees of Bhutan. It does not apply to expatriate personnel.</p> <p>As per the RFP, such individuals must obtain written certification from the Royal Civil Service Commission of Bhutan or their respective employer confirming the following:</p> <ul style="list-style-type: none"> a) They are not currently employed with their previous official employer; b) If still on the rolls, they are on leave without pay from their official position; c) They are permitted to work full-time outside their previous official position. <p>This certification must be submitted by the Consultant as part of the Technical Proposal.</p>



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3	IITC 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.	<p>Further, the Managing partner/employees of National Consultant are former employees of DGPC.</p> <p>We kindly request your confirmation that the above-mentioned employees do not have any conflict of interest arising from the duties they performed in their former employment, which could prevent their inclusion in our Proposal.</p>	<p>DGPC has reviewed the matter concerning the inclusion of the proposed National Consultant personnel who are former employees of DGPC.</p> <p>We confirm that, based on the roles and responsibilities previously held by these individuals and their non-involvement in any matter related to the current assignment during their tenure with DGPC, there is no identified conflict of interest arising from their prior employment.</p> <p>Accordingly, their inclusion in your proposal, as described, does not constitute a conflict of interest under the provisions of the RFP. However, all other provisions of the RFP must be fully adhered to.</p>



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4	ITC 16.1	<p>ITC.16 Taxes: ITC.16.1. "[...] 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."</p> <p>Ref. FORM FIN-2: Summary of Cost "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."</p> <p>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.</p>	<p>In our understanding, according to ITC.15.1 of the BDS, the International Consultant is liable to pay local taxes (Business Income Tax) at 3% of the Contract Price. As stated in ITC clause 16.1, this amount should not be included in the Financial Proposal.</p> <p>However, we have noted that Form FIN-2 requests that the total costs be indicated as inclusive of local taxes. This appears to conflict with the instructions provided under ITC 16.1.</p> <p>We therefore kindly request clarification on this point and, if appropriate, that Form FIN-2 (and consequently Form FIN-3) be amended to align with the provisions of the ITC.</p> <p>We trust the taxes as stated in the Bid Data sheet on Page 20 only to be considered. In case, any new taxes are imposed or any amendment are imposed by the government, the same shall be suitably incorporated/considered during the project execution. Please confirm.</p> <p>Request to please advise if this 3% tax on International Firms and 2% on Local Firms are to be included in the quoted Lumpsum Fees OR it will be payable extra over and above the Contract Fees as these taxes may not be the part of evaluation.</p>	<p>As stated in BDS ITC 15.1, a Business Income Tax (local tax) at the rate of 3% is applicable to the International Consultant.</p> <p>Accordingly, this 3% tax should be included in the Financial Proposal, specifically in Forms FIN-2 and FIN-3, as part of the total cost. This aligns with the instructions in Form FIN-2, which require that total costs be presented inclusive of local taxes.</p> <p>There is no conflict with ITC Clause 16.1, as that clause is intended to cover any other taxes or charges not specifically identified in the BDS. Such additional taxes, if any, should not be included in the Financial Proposal and will instead be addressed during contract negotiations.</p> <p>Additionally, the personal income tax of an individual expert shall apply only if the expert resides in the Client's country (Bhutan) for a continuous period of six months or more.</p>

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SECTION III – BID DATA SHEET				
5	ITC.10.2	Pre-proposal Meeting: Only if required	After going the RFP document, we understand that no pre-bid meeting has been proposed by the client. We request you to kindly schedule a pre-bid meeting as it will provide an opportunity to seek clarification on key aspects of the tender including scope of work and any administrative or contractual requirements. This will ensure a better understanding of the expectations and help us, and other interested bidders, to prepare a responsive and competitive proposal.	A pre-bid meeting is not considered necessary for this tender. All relevant information has been provided in the RFP documents. Furthermore, DGPC is issuing these clarifications to the queries received in writing within the specified deadline.
6	ITC. 11.1	Proposal Security shall be: BTN 1.00 million (or equivalent USD at the exchange rate of 1 USD = BTN 87)	Is it allowed to exempt the requirement of providing proposal security?	Exemption from the requirement to provide proposal security is not permitted. Bid provision shall prevail.
			Should the Proposal Security be sent to the contact information provided in ITC 10.1 with a specific subject line to make sure you receive it in time?	The Proposal Security must be submitted together with the proposal as per the instructions in the RFP. There is no requirement to send it separately or to include a specific subject line. Please ensure it is included in the proposal package and received by the submission deadline.



SN	Reference Clause	Description as per RFP Document	Queries from Bidders	DGPC's Response to Queries
7	ITC 2.1 ITC 12.3 (a)	<p>The procurement process will be conducted in accordance with the Quality and Cost Based Selection (QCBS) method, as specified in the Request for Proposals (RFP) documents, and is open to all eligible consulting firms as defined in the RFP.</p> <p>Method of selection: Quality and Cost Based Selection (QCBS)</p> <p>Shortlisted Consultants who are not submitting their own proposal may associate with other shortlisted Consultants: Not Applicable</p>	<p>According to ITC 2.1, BDS 2.1, and the Letter of Invitation, there appears to be no information regarding shortlisted consultants.</p> <p>Can we assume that there was no shortlisting (EOI) process and that any consultant is eligible to submit proposals?</p>	<p>No shortlisting process through an Expression of Interest (EOI) was undertaken. This procurement is being conducted through International Competitive Bidding (ICB) under the Quality- and Cost-Based Selection (QCBS) method, using a Single-Stage, Two-Envelope bidding procedure. Therefore, any eligible consultant may submit a proposal in accordance with the RFP.</p>
8	ITC 13.2 (a)	<p>Participation in the form of a Joint Venture (JV) or Consortium is permitted, subject to the following conditions:</p>	<p>Please confirm the maximum of two (2) partners excludes sub-consultants.</p>	<p>Maximum limit of two (2) partners refers only to the lead firm and its joint venture (JV) partner. It does not include sub-consultants.</p>



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		<p>Joint Venture/Consortium shall consist of a maximum of two (2) partners. Qualification requirements may be satisfied either:</p> <p>solely by the Lead Partner of the Joint Venture/Consortium, or</p> <p>collectively by all members of the Joint Venture/Consortium, in which case the qualification criteria will be assessed on a combined basis.</p>	<p>It is requested that 3 partners may be allowed in JV.</p> <p>Request to confirm that if any subsidiary company is participating in the Bid then past project credentials and CVs of Experts of their group companies will be considered in evaluation and scoring.</p> <p>Request to confirm that if any sub-consultant company is nominated in our Bid then past project credentials and CVs of Experts of this sub-consultant companies will be considered in evaluation and scoring.</p> <p>Group Company Credentials: Considering that the RFP document is silent about group company credentials, we understand that the Bidders can use group company credentials to get technically qualified for this project. Please confirm.</p>	<p>Number of JV Partners: Maximum number of partners permitted in a Joint Venture (JV) is limited to two (2).</p> <p>Credentials of Subsidiary or Parent Companies: Credentials (including past project experience and expert CVs) of subsidiary, parent, or group companies shall not be considered for evaluation unless they are formally participating as either the lead partner or a JV partner (within the allowed limit of two).</p> <p>Sub-Consultant Credentials: Only the experience and CVs of the lead and JV partner(s) will be evaluated for scoring purposes. The credentials of sub-consultants will not be considered in the technical evaluation.</p> <p>Group Company Credentials: The RFP does not allow the use of group company credentials (i.e., those not part of the JV) to meet the qualification or technical evaluation requirements. The bid provisions in this regard shall prevail.</p>
9	ITC 14.1	Type of Contract: Lump-sum Contract and payment shall be regulated on the performance and achievement of milestones.	May we know financial resources allocated to this assignment? (Such as client's own budget, government budget, MDB loans etc.,)	100% funded by the Client's own budget. No external or third-party funding sources are involved.



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10	ITC. 16.3, ITC16.9 & ITC 18	<p>Submission of Proposal</p> <p>For electronic submission: The password for the Technical Proposal PDF file will be submitted by the Consultant 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 Consultant to DGPC at the time of opening of the technical proposals. However, Bid Security in the form of BG/Demand Draft in original should be submitted to DGPC office before the deadline for submission of Bids</p>	<p>What is the maximum file size for PDF documents that can be received via the designated email? In case of large file sizes, do you also accept PDF files sent via file transfer systems? Considering the time, it takes to incorporate these comments in our Technical and Financial proposal as well as time to get the bid security from International and Local Bank, it is kindly requested to please extend the submission deadline by another 2 weeks. We kindly request a three-week extension of the bid submission deadline to allow us to prepare a highly competitive offer.</p> <p>We request you to please extend the submission of the tender date to 4 weeks from the date of receipt of response to our queries. Please confirm. The deadline is July 14, 2025 and from your RFP you ask for a hardcopy. And from China to Bhutan the Visa and flight are not convenient.</p> <p>Please confirm that bid submission only in electronic version is sufficient as stated in Section I - Letter of Invitation.</p> <p>We understand that no hard copy submission is required and proposal can be submitted by E-mail with password protected files. The password for technical proposal to be provided along with the bid submission while password for financial bid will need to be provided upon request from DGPC after technical evaluation.</p>	<p>File Size for PDF Submissions: The maximum file size for PDF documents sent via email is 25MB. Files exceeding this limit are automatically routed through Google Drive upload. PDF files sent via file transfer platforms (e.g., WeTransfer, Dropbox, etc.) are also acceptable.</p> <p>Bid Submission Deadline: The bid provisions shall prevail. No extension of the bid submission deadline will be granted.</p> <p>Submission Format: Please refer to ITC 18 of Section III: Bid Data Sheet for detailed instructions regarding electronic submission procedures.</p> <p>Bid submission in electronic format only is sufficient, as indicated in the Bid Data Sheet (BDS).</p> <p>Proposals should be submitted via email as password-protected files. The password for the technical proposal must be provided at the time of submission. The password for the financial proposal shall be provided only upon request from DGPC after the completion of technical evaluation.</p>



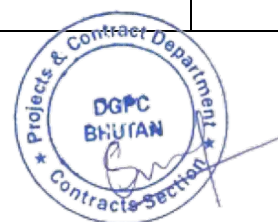
SN	Reference Clause	Description as per RFP Document	Queries from Bidders	DGPC's Response to Queries																		
11	ITC 20.1 and Annexure I	<div>Qualifying Criteria – Firm's Relevant Experience</div> <table><tr><th>SN</th><th>Qualifying Criteria</th><th>Points</th></tr><tr><td>1.1</td><td>Installed capacity of not less than 180 MW</td><td>1.50</td></tr><tr><td>1.2</td><td>Gravity dams (RCC and/or CVC) with heights over 25 m</td><td>1.50</td></tr><tr><td>1.3</td><td>Tunnel lengths over 4 km, of which at least one (1) hydropower project shall be located in rock masses with geological conditions similar to the Himalayas</td><td>1.00</td></tr><tr><td>1.4</td><td>Underground caverns, of which at least one (1) hydropower project shall be located in rock masses with geological conditions similar to the Himalayas</td><td>0.50</td></tr><tr><td>1.5</td><td>International experience in at least three (3) continents outside the firm's country of registration</td><td>0.50</td></tr></table>	SN	Qualifying Criteria	Points	1.1	Installed capacity of not less than 180 MW	1.50	1.2	Gravity dams (RCC and/or CVC) with heights over 25 m	1.50	1.3	Tunnel lengths over 4 km, of which at least one (1) hydropower project shall be located in rock masses with geological conditions similar to the Himalayas	1.00	1.4	Underground caverns, of which at least one (1) hydropower project shall be located in rock masses with geological conditions similar to the Himalayas	0.50	1.5	International experience in at least three (3) continents outside the firm's country of registration	0.50	<div>Whether experience of 180 MW project, gravity dam, tunnel etc needed in one project or it can be demonstrated in separate projects.</div> <div>Whether experience of Dam, tunnel etc needed to be in 180MW or more projects or it can be considered in lesser capacity projects also.</div> <div>Whether experience of Dam, tunnel etc needed to be in DPR studies projects only or it can be considered for other scope like Detailed Engineering / Review Engineering also as these are further higher level studies than DPR.</div> <div>International experience has to be for DPR services only or it can be for any other scope related to hydropower projects also.</div> <div>Request to consider Detailed Engineering / Review Engineering projects also being technically higher studies in comparison to DPR works.</div>	<div>Project Elements in Separate Projects: It is not necessary for all components to be within a single project. The required experience with 180 MW projects, gravity dam, and tunnel can be demonstrated across separate projects.</div> <div>Capacity Requirement: Experience in dam, tunnel, etc., can be considered even if it was gained in projects with capacity less than 180 MW.</div> <div>Type of Services (DPR vs. Others): Experience from Detailed Engineering or Review Engineering assignments will also be accepted, as these are considered to be technically more advanced than DPR preparation.</div> <div>International Experience Scope: International experience must be in the hydropower sector, but it can include services beyond DPR preparation, as long as it relates to hydropower.</div> <div>Recognition of Detailed/Review Engineering: Accepted. Detailed Engineering and Review Engineering experience is recognized as technically advanced and will be considered appropriately.</div>
SN	Qualifying Criteria	Points																				
1.1	Installed capacity of not less than 180 MW	1.50																				
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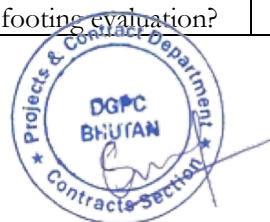
SN	Reference Clause	Description as per RFP Document	Queries from Bidders	DGPC's Response to Queries
12	Annexure I	Qualifying Criteria – Firm's Relevant Experience: The Consultant's specific experience relevant to the assignment shall be evaluated based on successfully completed Detailed Project Reports (DPR) or Feasibility Studies for hydropower projects completed in the last ten (10) years	Will the ongoing assignments be evaluated? If so, will they be evaluated proportionally?	Only completed assignments will be considered for the evaluation of the Consultant's experience. Ongoing assignments will not be evaluated, whether partially or proportionally.
13	Annexure I	Documentary Evidence Requirement Completion Certificate(s) and Contract Agreement(s) issued by the respective Employer(s) shall be provided as documentary evidence of having successfully completed similar assignments. Proposals without sufficient documentary evidence may be considered non-responsive for that particular criterion. Additional Evaluation notes and Requirements: "Consulting firms must provide information and documentation demonstrating that they have the required qualifications and relevant experience to perform the services.; For all assignments listed under the firm's specific experience, the Consultant shall submit completion certificates and/or contract agreements issued by the respective clients as documentary evidence of successful completion of design and engineering services.; All documents must be duly certified by the issuing agency or client."	Is a copy of the contract agreement acceptable for ongoing assignments? Please confirm which of these two conflicting requirements prevails. As per general practice, if completion certificates are submitted, contract agreements are not required. Please confirm this understanding. Request to kindly confirm that can we claim the projects related to the Detailed Project Reports or Feasibility Studies or Design projects in the Consultant Experience along with completion certificate and/or contract agreements issued by the respective clients as given clauses mentions both services.	Ongoing Assignments: Ongoing assignments are not acceptable for evaluation purposes. Only completed projects will be considered. Required Supporting Documents: A completion certificate will be sufficient only if it clearly states the full scope of work executed. If the completion certificate does not fully describe the scope, then the contract agreement must also be submitted as supporting evidence. Eligible Project Types: Projects related to Detailed Project Reports (DPR), Feasibility Studies, or Design are eligible for inclusion under Consultant Experience, provided they are completed and supported by valid documentation (as stated above).



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14	Annexure-I	<p>Key Expert's Qualification and Competence for the Assignment</p> <p>For All Experts (in clause no 4(i)-pg. no. 27) General Qualifications (25%) General education and training (Degree: 4%, Master: 4.5%, PhD: 5%)</p> <p>For All Experts General Qualifications (25%) Years with the firm (5 years: 4%; 6-8 years: 4.5%; > 8 years: 5%)</p>	<p>We observed that for most of the positions DGPC has requested they should have at least 20 years of experience in the design, supervision and monitoring of similar hydropower projects/contracts to obtain full marks. We request you to kindly modify this clause as follows: At least 15 years of experience in the design, supervision and monitoring of similar hydropower projects/contracts with international experience. To obtain full marks the experts stated should have general education as Phd. We request you to provide 100% score in case the expert is having a Masters degree as the education qualification. Please confirm. The total years with the firm should be reduced to 5 years to obtain full marks. Please confirm.</p>	<p>The evaluation criteria, including the requirements related to years of experience, educational qualifications, and association with the firm, shall remain as stated in the bidding documents.</p> <p>No changes will be made to these provisions.</p> <p>Bid provisions shall prevail.</p>														
15	Evaluation Sub-Criteria and Weighting; Page No. 27	<table><tr><td colspan="2">B. International Experts (ESIA)</td></tr><tr><td>Environment Specialist (Lead ESIA Coordinator)</td><td>K-14</td></tr><tr><td>Social Development Specialist (Co-Team Leader)</td><td>K-15</td></tr><tr><td>Environmental Flow Specialist</td><td>K-16</td></tr><tr><td>Aquatic & Riparian Biodiversity Specialist</td><td>K-17</td></tr><tr><td>Terrestrial Biodiversity Specialist</td><td>K-18</td></tr><tr><td>Climate Change Expert</td><td>K-19</td></tr></table>	B. International Experts (ESIA)		Environment Specialist (Lead ESIA Coordinator)	K-14	Social Development Specialist (Co-Team Leader)	K-15	Environmental Flow Specialist	K-16	Aquatic & Riparian Biodiversity Specialist	K-17	Terrestrial Biodiversity Specialist	K-18	Climate Change Expert	K-19	<p>As per the criteria breakdown, the International Key Professional Experts (ESIA) are listed from K14 to K19. However, under the evaluation sub-criteria weightage clause, the positions are referred to as ESIA K3 to K7 & National Experts. We kindly request to clarify on the following: Are there additional ESIA positions labeled K3 to K7 under International Experts that are not included in the main breakdown table? OR is this a typographical error, and we should consider only the positions K14 to K19 as applicable for the International Key Experts under the ESIA heading?</p>	<p>There is a typographical error in the document. The correct reference for the International Key Experts under the ESIA category should be positions K14 to K19.</p> <p>There are no additional ESIA positions labelled K3 to K7 for International Experts.</p>
B. International Experts (ESIA)																		
Environment Specialist (Lead ESIA Coordinator)	K-14																	
Social Development Specialist (Co-Team Leader)	K-15																	
Environmental Flow Specialist	K-16																	
Aquatic & Riparian Biodiversity Specialist	K-17																	
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16	Annexure -1	Past experience evaluation	Considering 100% marks for 3 projects and then significantly reducing to 60% and 20% for 2 and 1 projects will significantly impact the overall scoring considering 90:10 criteria. It is requested that 100%, 90% and 80% may be considered for 3, 2 and 1 projects.	The evaluation methodology, including the allocation of marks based on the number of relevant projects submitted (i.e., 3, 2, or 1), shall remain as stated in the bidding documents. Bid provision shall prevail.
17	Annexure-1	CV Replacement	Request to include resignation also for replacement as resources remain volatile in emerging hydropower markets.	Resignation will be considered a valid reason for the replacement of personnel. However, documentary evidence of the resignation must be submitted for verification and approval.
SECTION IV – PROPOSAL FORMS				
18	TECH-6	CV for Proposal Professional Staff	As stated in the template TECH-6 please confirm that the CVs must be signed by the proposed expert or by the authorized representative.	Confirmed.
20	FIN-4: Breakdown of Remuneration	Key Expert for Technical Design and Engineering Consultancy	<p>Only 12 positions are listed out of 13 International Experts, with respective home and field input. Please amend the table to include details for the Power Market Expert. We have noticed that the Power Market Expert is not included in the Form FIN-4. Could you kindly provide the corresponding input for this expert, specifying the required person-months?</p> <p>We also seek clarification on whether consultants are allowed to increase or decrease the man-months as per their technical proposal and approach/methodology.</p> <p>Are the man-months given in the table fixed for all bidders for equal footing evaluation?</p>	<p>A revised version of Form FIN-4, including the missing details for the Power Market Expert, is attached as Annexure-I.</p> <p>The man-month inputs specified in the FIN-4 table are fixed and are applicable to all bidders.</p> <p>Bidders are not permitted to increase or decrease the person-month allocations in their technical proposals. This is to ensure fairness and equal evaluation across all bids.</p>



21	FIN-5: Breakdown of Reimbursable	<p>Total 8 items are tabulated with respective units and quantities.</p> <p>Notes: 1. "The quantities of per diem allowances and international airfares have been estimated based on the anticipated number of field visits by the Experts. However, payments for these items shall be made based on actual expenses incurred, subject to submission of supporting documentation and in accordance with the provisions of the Contract."</p> <p>2. "Druk Green Power Corporation Limited (DGPC) shall arrange local transportation within Bhutan, including airport transfers upon arrival and departure, for international experts only. Local experts shall be responsible for arranging and managing their own local transportation."</p>	<p>Please confirm if the quantities are fixed for all bidders, and bidders are not allowed to change them for equal footing evaluation. It is understood that we need to quote rates for the given quantities in the format. In case quantities gets increased or decreased, the same will be paid as per actuals without any ceiling. Pls confirm.</p> <p>As per Note 1, payments for these items are "as per actual expenses incurred." Does this apply to quantities consumed only, or will the rates also be paid as per actual, rather than fixed as quoted in the financial offer? Please confirm.</p> <p>Will all other reimbursable expenses not listed in the table, such as local transport, air transport (other than international expert airfare), purchase of data, Professional Liability Insurance, etc., be borne by the client (DGPC)?</p> <p>Local experts are also required to accompany international experts for site visits. Will their airfare and cost for site visits be covered by the client, or does the consultant need to include this in their financial proposal?</p> <p>While Form FIN-5 states that local transportation for international experts will be arranged by DGPC, the Terms of Reference (ToR) indicates that this responsibility lies with the Consultant.</p>	<p>Quantities in FIN-5: The quantities specified in Form FIN-5 are fixed for evaluation purpose. However, actual payments will be made based on actual expenses incurred, subject to submission of valid supporting documents and in accordance with the contract provisions.</p> <p>Rates and Reimbursement: Both quantities and rates shall be treated as per actuals for payment, not fixed at the time of bidding.</p> <p>Local Transportation for International Experts: The reference in FIN-5 regarding DGPC arranging local transportation was included in error. As per the Terms of Reference, the Consultant is responsible for arranging local transportation for international experts within Bhutan. This cost must be included in the Financial Proposal.</p> <p>Similarly, the Local experts are responsible for their own transportation arrangements, including site visits. Consultants must include these costs in their Financial Proposal accordingly.</p> <p>Professional Liability Insurance: The Consultant shall arrange and bear the cost of Professional Liability Insurance in accordance with SCC and GCC Clause 30.1.</p>
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22	TTC.12.3 (b) & FIN-5: Breakdown of Reimbursable Expenses	The estimated number of professional staff-months required for the assignment is: 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, which shall be paid as per actual.	Please confirm that only "Form FIN-5: Breakdown of Reimbursable Expense shall be paid as per actual."	Confirmed.
SECTION V – TERMS OF REFERENCE				
23	Introduction	<p>"The Pre-Feasibility Study (PFS) of the Khomachhu Hydropower Project was conducted by Norplan in June 2011 under the supervision of the Department of Energy, Ministry of Energy and Natural Resources."</p> <p>"The Royal Government of Bhutan entrusted the Druk Green Power Corporation (DGPC) with the responsibility of undertaking detailed feasibility studies for the Khomachhu Hydropower Project. Acting on this mandate, DGPC reviewed the Pre-Feasibility Study (PFS) conducted in 2011 and proceeded with a preliminary assessment and optimization of the project layout."</p>	<p>We would greatly appreciate it if you could share the referenced previous studies mentioned in the ToR, as it would support us to submit a highly responsive proposal.</p> <p>Please share the PFR prepared for the project by Norplan in 2011. Additionally, please furnish the distance of nearest Substation for sourcing power during construction and power evacuation during.</p>	<p>The Pre-Feasibility Study (PFS) prepared by Norplan in 2011 is provided and attached as Annexure-II for your reference.</p> <p>Regarding the power supply and evacuation, the relevant details, including the distance to the nearest substation for construction power and evacuation, are included in the PFS document.</p>
24	3: Scope of the Consultancy Services	Task II.12: Dam break analysis and hazard zonation: The Terms of Reference state that the Consultant is required to perform dam break analysis based on a Digital Terrain Model (DTM) with a minimum resolution of 2.5 meters, which is to be arranged by the Consultant.	We understand this implies the consultant is responsible for procuring the required DTM data and should therefore include the associated cost in the financial proposal. Kindly confirm if this understanding is correct.	Yes, your understanding is correct. The Consultant is responsible for procuring the required DTM data, and the associated cost should be included in the Financial Proposal.



SN	Reference Clause	Description as per RFP Document	Queries from Bidders	DGPC's Response to Queries
25	5:Environmental and Social Impact Assessment (ESIA Consultancy)	Cumulative Impact Assessment (CIA):	<p>Cumulative Impact Assessment (CIA): "The Consultant should take into consideration other proposed hydropower, transmission line, road, and other planned future activities that could interact with the proposed project and result in cumulative impacts"</p> <p>Please confirm that the Spatial extent of the CIA would be limited within the National boundary of Bhutan. Please confirm that DGPC will assist the Consultant in obtaining relevant information on the upcoming projects (Projects related to hydropower generation, transmission line, road and other projects) for undertaking CIA.</p>	<p>The spatial extent of the Cumulative Impact Assessment (CIA) shall be limited to within the national boundaries of Bhutan.</p> <p>DGPC will facilitate and assist the successful Consultant in obtaining relevant information on upcoming or planned projects related to hydropower generation, transmission lines, roads, and other developments necessary for conducting the CIA.</p>
26	9: Staffing	"The Consultant shall ensure availability of sufficient supporting staff, including CAD technicians, surveyors, administrative personnel, and translators (if needed), to enable effective and timely delivery of outputs."	<p>Please confirm that costs associated with these supporting staff can be added separately under Form FIN-04 while preparing the financial proposal? Not under Form FIN-05.</p>	<p>The costs for support staff/non-key experts should be included under Form FIN-4, which covers remuneration for lump-sum contracts based on the level of effort. A separate line item for support staff is already provided in FIN-4 and should be quoted on a lump-sum basis.</p> <p>Please note:</p> <ul style="list-style-type: none"> Form FIN-4 is used for quoting both key and non-key expert costs for the main scope, as well as to regulate payments for any additional works assigned by DGPC (based on day rates). Form FIN-5 pertains strictly to reimbursable expenses and should not include support staff costs.



SN	Reference Clause	Description as per RFP Document	Queries from Bidders	DGPC's Response to Queries
27	9: Staffing	Climate Change Expert (International)-	The scope of Work (as per TOR) require detailed Climate Change risk assessment and GHG emission estimation; however, only 1 man-month (0.5 man-month for Home and 0.5 man-month for Field) has been considered for the entire SOW for Climate Change Expert. Kindly consider increasing man-month to a minimum of 2 man-months for Climate Change Expert.	Bid provision shall prevail.
28	9: Staffing	Environmental Flow Specialist (International)	The scope of Work (as per TOR) require undertaking Eco hydraulic modelling and impact assessment of flow regimes on aquatic ecosystem; however, only 2 man-month (1.5 man-month for Home and 0.5 man-month for Field) has been considered for the entire SOW for Environmental Flow Specialist. Kindly consider increasing man-month to a minimum of 3 man-months for Environmental Flow Specialist.	Bid provision shall prevail.



SN	Reference Clause	Description as per RFP Document	Queries from Bidders	DGPC's Response to Queries
29	10: Time Schedule for DPR & ESIA	Table 3: Schedule of Major Activities, Items 3 and 6	Outcomes of 2-season field survey for ESIA by T+5 and 4-season field survey for ESIA by T+10. Please share the nationally accepted durations of the 4 annual seasons required to be covered. Will seasons covered by previously completed surveys (such as the 3-season aquatic study by Sherubtse College) be considered in these submissions?	The four seasons in Bhutan are defined as follows: <ul style="list-style-type: none"> • Lean Season: December to February • Pre-Monsoon Season: March to May • Monsoon Season: June to August • Post-Monsoon Season: September to November The Consultant is required to collect data covering all four seasons in line with these definitions. Previously completed surveys (e.g., the 3-season aquatic study by Sherubtse College) may be considered. However, any seasonal data gaps must be identified and addressed by the Consultant through additional field surveys as needed.
30	12: Responsibilities of Consultant	Responsibilities of Consultant Field equipment required for surveys, inspections, or investigations not otherwise provided by DGPC.	Please confirm that all survey and investigation work will be carried out by vendors selected by DGPC, and the necessary survey and investigation data will be provided by such vendors. The consultant only needs to provision basic equipment such as safety gears, compass, geological hammer, etc., to supervise and technically guide these works.	Yes
31	Annexure-II	Input data	It is understood that all the input data including but not limited to hydrological, survey, investigations, testing, hydro-meteorological etc will be provided by the Client free of Cost.	Refer TOR



SN	Reference Clause	Description as per RFP Document	Queries from Bidders	DGPC's Response to Queries
32	Annexure III	6.15.2: Terrestrial Habitat Surveys	“Total forest cover, type of forests, change in forest cover and threats and degradation of forests” – Please advise if forest-types (and other vegetation-types) can be classified only as per the IUCN Habitat Classification, which is essential for Critical Habitat Screening.	The consultant shall use the IUCN Habitat Classification for the identification and assessment of forest types and other vegetation, as it is essential for Critical Habitat Screening. In addition, the consultant is required to consult and incorporate the national forest classification system in coordination with the Department of Forest & Park Services (DoFPS).
			Identify and characterize types of forest land within the project area of disturbance including protected and reserve forest as well as undesignated forest, tree enumeration and survey of forest quality sufficient to inform no net loss calculations.” – Please advise on the following 2 aspects: Can a standard international definition of ‘tree’ be applied or is any national definition to be used? Can the number of trees impacted be derived statistically or is on-ground enumeration required?	The standard international definition of a “tree” may be used; however, it is recommended that the national definition, as prescribed by the Department of Forest & Park Services (DoFPS), also be followed to ensure compliance with national requirements. The number of impacted trees must be determined through on-the-ground enumeration rather than statistical estimation.
33	Annexure III:	6.15.2: Aquatic Surveys, Footnote (Pg 32)	The aquatic study for Khomachhu was conducted for three seasons by Sherubtse College. The consultant shall incorporate existing reports and carry out additional study, if required.” – Please share the year(s) during which the said 3-season aquatic study was conducted.	The aquatic study for the Khomachhu Hydropower Project was conducted over three seasons in the year 2024.



SN	Reference Clause	Description as per RFP Document	Queries from Bidders	DGPC's Response to Queries
34	Annexure III: Detailed Scope of ESIA and Deliverables	11: Checklist for No Objection Certificate	It is stated that Environmental Clearance of the Project shall be pursued by DGPC. However, it is also stated that, NOCs must be obtained from all relevant parties. "A checklist of agencies from whom NOCs may be required should be presented." Kindly elaborate the Scope of Work	This requirement is linked to the Stakeholder Engagement Plan to be developed by the consultant. As part of this plan, the consultant shall identify, map, and document all relevant stakeholders and regulatory agencies from whom No Objection Certificates (NOCs) may be required. This will support the process of securing necessary clearances for project implementation.
35	Annexure-III	Status of Current Works being carried out by DGPC. 2. Environment and Social Impact Assessment	The RfP states "Socio-economic survey report will be available by end of June 2025 for verification and further assessment." Who will make the "further assessment": DGPC or the ESIA Consultant? Is the ESIA Consultant expected to prepare an update to the socio-economic survey in case the "further assessment" points to gaps?	The raw data and preliminary socio-economic survey report will be made available to the selected Consultant. The Consultant will be responsible for reviewing and analyzing this data, identifying any gaps, and incorporating relevant findings into the ESIA report. Should the gap analysis indicate the need for additional assessment, it will be the Consultant's responsibility to carry out such further assessment and update the socio-economic analysis accordingly.
			Is it possible to provide the bidders with an approximate number of the people expected to be economically and/or physically displaced by the Project? This allows a better estimation of the costs for the RAP activities.	Consultant shall work out the PAP and prepare RAP.
		Approving Authority	It is requested to inform the Organisation who will be part of review of DPR process.	DGPC, Department of Energy, Department of Environment and Climate Change and Potential Financier.
		General	Please confirm the availability of hydro met data (hourly and 15-min interval data of discharge, flow, water level) of last 20 years (minimum 10 years) for undertaking ESIA study.	Only daily average data is available.



SN	Reference Clause	Description as per RFP Document	Queries from Bidders	DGPC's Response to Queries
SECTION VI – GENERAL CONDITIONS OF CONTRACT				
36	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.	The indemnification on the consultant under this contract shall not exceed the consultant is equivalent to the contract value. We request you to modify this clause as per internationally accepted terms and conditions. Please confirm.	Bid provision shall prevail.
37	GCC 11.1	As per 0, 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.	Is the Bhutanese WHT included in the mentioned indirect taxes?	No. Withholding tax is a direct tax.



SN	Reference Clause	Description as per RFP Document	Queries from Bidders	DGPC's Response to Queries
38	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.	It is expected that DGPC give this unlimited approval upon completion of the project.	Refer GCC 34.1 of SCC
SECTION VII – SPECIAL CONDITIONS OF CONTRACT				
39	GCC.29.1	Liability of the Consultant Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be governed by the Applicable Laws of Bhutan.	The overall liability on the consultant under this contract as per the said statement makes the liability as open ended. As per various International norms, the overall liability on the consultant is equivalent to the contract value. We request you to modify this clause as per internationally accepted terms and conditions. Please confirm.	Bid provision shall prevail.



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



SN	Reference Clause	Description as per RFP Document	Queries from Bidders	DGPC's Response to Queries																					
41	GCC 45.2.3	<p>Terms and Condition of Payment: The payment shall be released based on achievement of the milestone as below:</p> <table><tr><th>Milestone as per ToR</th><th>Description</th><th>%</th></tr><tr><td>Milestone 1</td><td>T*+ 2months</td><td>10</td></tr><tr><td>Milestone 2</td><td>T*+5 months</td><td>30</td></tr><tr><td>Milestone 3</td><td>T*+ 10 months</td><td>30</td></tr><tr><td>Milestone 4</td><td>T*+ 11 months</td><td>10</td></tr><tr><td>Milestone 5</td><td>T*+ 12 months</td><td>10</td></tr><tr><td>Final Payment</td><td>Issuance of final completion certificate</td><td>10</td></tr></table> <p>Final payment issuance of final completion certificate: 10% T= date of signing of Contract Agreement.</p>	Milestone as per ToR	Description	%	Milestone 1	T*+ 2months	10	Milestone 2	T*+5 months	30	Milestone 3	T*+ 10 months	30	Milestone 4	T*+ 11 months	10	Milestone 5	T*+ 12 months	10	Final Payment	Issuance of final completion certificate	10	<p>Here 60% of payment is scheduled to be made after the 10th month from the date of contract signing, which greatly impacts the consultant's cash flow for this kind of project. It is requested to amend the terms and conditions of payment to be more liberal, considering the cash flow impact on the consultant.</p> <p>The given payment terms are highly cash negative as only 10% payment is being released till submission of Milestone-2 while major works will be done in this period. So, request to include some more milestones related to submission of alternative layouts, hydrology, power potential etc in 2nd, 3rd, 4th month etc to get regular cash flows.</p>	Bid provision shall prevail.
Milestone as per ToR	Description	%																							
Milestone 1	T*+ 2months	10																							
Milestone 2	T*+5 months	30																							
Milestone 3	T*+ 10 months	30																							
Milestone 4	T*+ 11 months	10																							
Milestone 5	T*+ 12 months	10																							
Final Payment	Issuance of final completion certificate	10																							



Revised Form FIN-4 for Lump-Sum Form of Contract

Name	Position	Home / Field	Input (Man-month)	Monthly Rate (Indicate Currency)	Amount (Indicate Currency)
Key Expert for Technical Design and Engineering Consultancy					
	Hydropower Expert	[Home]	3.0		
		[Field]	1.5		
	Hydrology and Sediment Expert	[Home]	2.0		
		[Field]	-		
	Seismic Expert	[Home]	0.75		
		[Field]	-		
	Engineering Geologist	[Home]	4.0		
		[Field]	2.0		
	Dam Expert	[Home]	3.0		
		[Field]	1.0		
	Hydraulic Expert	[Home]	4.0		
		[Field]	1.5		
	Structural Engineer	[Home]	3.0		
		[Field]	-		
	H&M Expert	[Home]	2.0		
		[Field]	-		
	E&M Expert	[Home]	2.0		
		[Field]	-		
	Construction Methodology, Equipment planning & Project Schedule Expert	[Home]	2.0		
		[Field]	-		
	Cost Estimator	[Home]	2.5		
		[Field]	-		
	Economic and Financial Expert	[Home]	2.0		
		[Field]			
	Power Market Expert	[Home]	1.5		
		[Field]			
Sub-Total (A)			37.75		



Name	Position	Home / Field	Input (man-month)	Monthly Rate (Indicate Currency)	Amount (Indicate Currency)
International Key Expert for ESIA					
	Environmental Specialist (Team Leader, International)	[Home]	2.0		
		[Field]	2.0		
	Social Development Specialist (Co-Team Leader, International)	[Home]	1.5		
		[Field]	1.5		
	Environmental Flow Specialist (International)	[Home]	1.5		
		[Field]	0.5		
	Aquatic and Riparian Biodiversity Specialist (International)	[Home]	1.0		
		[Field]	1.0		
	Terrestrial Biodiversity Specialist (International)	[Home]	1.0		
		[Field]	1.0		
	Climate Change Expert (International)	[Home]	0.5		
		[Field]	0.5		
Sub-Total (B)			14.0		
National Expert					
	Environmental Specialist (National Expert and country focal point)	[Home]	1.5		
		[Field]	1.0		
	Biodiversity Expert	[Home]	1.5		
		[Field]	1.5		
	Social Expert	[Home]	1.5		
		[Field]	1.5		
Sub-Total (C)			8.5		
Support Staff/Non-Key Experts (D)		Home	1S	-	
Grand Total Costs* - (A+B+C+D)					

Note:

- The total level of effort specified in the Contract, expressed in person-months for key, shall be firm and fixed for the entire duration of the Contract.
- The Consultant shall conduct its own independent assessment and verification of the adequacy of the monthly remuneration rates and other associated costs prior to submission of its proposal. The Client shall not be responsible for any errors, omissions, or miscalculations made by the Consultant in its assessment of costs and pricing.
- This Contract is established on a lump sum basis. The lump sum Contract Price is fixed and not subject to any adjustment or revision, regardless of any changes in economic conditions, currency fluctuations, or the Consultant's internal resource allocation, except as otherwise expressly provided for in this Contract.
- *Total cost for each activity should equal to the total cost of remuneration as shown for that activity in form FIN-3.

