

**DRUK HYDRO ENERGY LIMITED
JIGMELING: BHUTAN**



REQUEST FOR PRE-QUALIFICATION-A (RFQ-A)

FOR

ISSUE OF BIDDING DOCUMENTS

FOR

**JOMORI CIVIL PACKAGE -1 (JCP-1),
JOMORI CIVIL PACKAGE-2 (JCP-2) OF
90 MW JOMORI HYDROPOWER PROJECT**

AND

**GAMRI CIVIL PACKAGE-1 (GCP-1) OF
54 MW GAMRI-1 & BAMUKPARONGCHHU
INTEGRATED HYDROPOWER PROJECT.**

RFQ No. DHyE/CO/CPD/18/2023/1145

Date: 29/11/2023

DISCLAIMER

1. This Request for Pre-Qualification (RFQ) document is not an agreement or offer by the Druk Hydro Energy Limited hereinafter referred to as “DHyE” to the prospective Applicants or any other party. The purpose of this RFQ is to provide interested parties with information that may be useful to them in the formulation of their Application for Qualification pursuant to this RFQ.
2. While this RFQ has been prepared in good faith, neither the DHyE nor its employees or its parent organization make any representation or warranty express or implied as to the accuracy, reliability or completeness of the information contained in this RFQ.
3. Neither the DHyE nor its employees or its parent organization will have any liability to any Applicant or any other person for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFQ, any matter deemed to form part of this RFQ, the information supplied by or on behalf of DHyE or its employees, or its parent organization or otherwise arising in any way from the selection process of the Bidders.
4. This RFQ may be withdrawn or cancelled by the DHyE at any time without assigning any reasons thereof. DHyE further reserves the right, at its absolute discretion to reject any or all of the Applications without assigning any reasons whatsoever.
5. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application or any other costs incurred in connection with or relating to its Application regardless of the conduct or outcome of the Bidding Process.
6. DHyE may, in its absolute discretion but without being under any obligation to do, amend or supplement the information, assessment or assumptions contained in RFQ.



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SECTION -1 INTRODUCTION



SECTION -1

1. INTRODUCTION

1.1 Project Background

Druk Green Power Corporation Limited, who is mandated to take a leading role in accelerating hydropower development in the Kingdom of Bhutan has been directed at the beginning of 2021 to consider implementing small hydropower projects in all the Dzongkhags to ensure that every corner of the country had electricity at all times of natural disasters such as earthquakes and floods keeping with the overall directives that such small hydro projects should stimulate economic growth during the pandemic like Covid-19. It should generate economic activities and employment, especially for the youth, in the remote comers of the country. DGPC through Druk Green Consultancy under the Projects Department had immediately initiated review of some 190 sites and finally narrowed down to three sites for Phase-I which are under full swing of construction stage.

Similarly, in Phase-II stage three projects consisting of 90 MW Jomori Hydropower Project, 54 MW Gamri-I & Bakmukparongchhu Integrated Project and 26 MW Druk Bindu Hydropower Project where the Detailed Project Report has been approved and handed over to Druk Hydro Energy Limited (DHyE) for implementation of construction of the projects.

1.2 Project Salient Features

1.2.1 Salient Features of 90 MW Jomori HPP

As part of Phase-II Small Hydropower Initiatives, the FSR of Jomori HPP has been undertaken since February 2022 with the objectives to assess the technical, economic, financial viability and environmental acceptability of the project. The scheme envisages a run-of-river hydropower development on Jomori river basin located in Jomotsangkha Dungkhag under Samdrup Jongkhar Dzongkhag. The project is planned and designed as standalone project. The installed capacity of Jomori HPP has increased to 90 MW with the annual energy generation of 367.33 GWh. The increased in installed capacity as compared to PFS is attributed to the inclusion of additional hydrological data and increase in head. The salient features of the two projects are as follows:

90 MW Jomori Hydropower Project

Location	Jomori, Samdrup Jongkhar
Catchment area	486.40 km ²
CIVIL WORKS	
Reservoir	
Full Reservoir Level (FRL), (MDDL)	El. 1,156 m, El. 1,143.70 m
Peaking	6 hrs.
Gross head, Net head	370.27 m, 359 m
Diversion Tunnel	
Number/Location	1 No. / Right Bank
Diameter, shape and Length	6 m dia., D shaped, 330 m
Coffer Dam	
Upstream	Random fill concrete facing
Downstream	Masonry fill concrete facing
Main Dam	
Type	Concrete gravity
Max. Dam Height (above deepest foundation level)	45 m
Length of Dam at Crest Level	79.9 m
Spillway	
Design flood (SPF)	3,099 m ³ /s



No. & size of lower-level spillway opening (W x H)	3 Nos & 8 m x 11 m
No. & size of Auxiliary spillway opening (WxH)	1 No & 8 m x 7 m
Power Intake & Feeder Tunnels	
Number of Feeder Tunnels	2 Nos., Left bank & concrete lined
Shape & Size of Tunnel	3.5m dia.(Modified Horseshoe with flat invert)
Desilting Chamber	
Type, Number and Size (L x W x D)	UG, 2 Nos, 138 m x 8 m x 9.5 m
Design discharge (Installed Capacity at(MDDL)	28.66 m ³ /s
Main Tunnel – Size (W x H), Length	3 m x 3 m, 115 m
Link Tunnel	
Number, Size and length	2 Nos., 3.5m and 51m
Head Race Tunnel	
Number, Size & Type	1 No., 4.1 m dia., flat bottom horseshoe
Length	6,355 m
Number of adit plug (vehicle gate) and size	Hinged gate, 3 m (W) x 3 m (H)
Construction Adits	
DC Adit (5 m x 5 m) (Length)	145 m
SFT & GOC chamber Adit(5mx5m)-Length	154 m
HRT Adit 1 (5 m x 5 m) (Length)	225 m
HRT Adit 2 (5 m x 5 m) (Length)	145 m
PS Bottom Adit (5 m x 5 m) (Length)	112 m
Side Adit Diameter, length	4 m, 40 m
Surge Shaft	
Number, Type	1 No., Open to Sky
Surge shaft – Diameter, total height	10 m, 70.9 m
Pressure Shaft	
No. and Type	1 No., UG, Vertical and Horizontal steel Lined
Main Pr. Shaft – Diameter, Length	2.8 m, 741.71 m
Unit Pr. Shaft – Diameter, Length	2 m, 30 m
Power House	
Type of Turbine	Pelton
PH Size (Lx W x H)	42 m x (20+5.5 m Annex) x 28.4 m
Main Inlet Valve	
Type, No.	Spherical, 2 Nos.
Tail Race Outfall	
Type, Number	TRC, 1 No.
Size HxW), Length of Main TRC	3 m x 3.5 m, 35 m
ELECTRO-MECHANICAL EQUIPMENT	
Type of Turbine	2 Nos. Vertical Shaft Pelton
Rated Output and Speed	90 MW, 375 rpm
Type of Generator, Rated Power	Synchronous, Vertical Shaft, 53 MVA
Power Factor & Generation Voltage	0.85, 11 kV
Design Energy in 90% dependable year with 95% Plant Availability	367.33 GWh
Firm Power	15.47 MW

1.2.2 Salient Features of 54 MW Gamri-I and Bamukparonchhu Integrated HPP

As part of Phase II small-medium Hydropower Initiatives, the FSR of Gamri-I HPP was undertaken since July 2022 with the objectives to assess the technical, economic, financial viability and environmental acceptability of the project.

The scheme envisages a run-of-river hydropower development on Gamri sub-basin located under Sakteng Dungkhag, Trashigang Dzongkhag. During the FSR, the integration of Bamukparongchhu (a tributary of Gamri) with the Gamri-I HPP had also been studied. The installed capacity of Gamri-I HPP had been revised to 40 MW with the design energy generation



of 161.94 GWh and the installed capacity of Bamukparongchhu had been fixed at 14 MW with the annual energy generation of 66.40 GWh. The change in installed capacity as compared to PFS is attributed mainly to the inclusion of additional hydrological data and detailed studies.

The dam complex for Gamri-I HPP is located approximately 700 m downstream from the Sakteng village. The Intake is located at the left bank of Gamri about 120 m below the road point near the Sakteng village view point. It is accessible with about 10 minutes' walk from the nearest road point. The intake site for Bamukparongchhu is located below the Borangthi, a pasture land located behind the ridge (ridge between Gamri and Bamukparongchhu) to the south of the Sakteng village which is approximately 1.5 hour walk from the village.

The powerhouse structure is common for both Gamri-I and Bamukparongchhu and it is located approximately 70 km from Trashigang town on the way to Sakteng Dungkhag. It is about 13 km to reach dam site from the powerhouse area. The powerhouse complex is located about 200 m below the road point near the Gamri-Bamukparongchhu confluence. The nearest village to the powerhouse complex is Thrakthri under Sakteng Gewog which is about 2 km away from the powerhouse complex.

The nearest road entry point to the project site is from Trashigang town in the east which is 464 km from Thimphu, capital city of Bhutan. The distance from Trashigang town to Sakteng Dungkhag is about 82 km via Saling Gewog road.

Gamri I & Bamukparongchhu Integrated HPP

GENERAL	Gamri – I	Bamukparongchhu
Location, River	Trashigang, Gamri	Trashigang, Bamukparong
Nearest Village (Dam/ Weir site)	Sakteng	Sakteng
Nearest Village (Power House)	Thrakthri	Thrakthri
Installed capacity (MW)	40	14
Catchment area (sq.km)	102	63
Gross head	625.46 m	335.50 m
Design head	605.46 m	324.00 m
Diversion Tunnel/Pipe		
Number	1 no., (on the right bank)	2 nos., (on the left bank)
Diameter & shape and Length	3.5 m, D-Shaped, 210m	1.3m, Circular Steel pipe, 80m
Coffer Dam		
Type of u/s Coffer Dam	Earth fill, concrete facing	Masonry fill
Height of u/s Coffer Dam	7 m	6 m
Main Dam/ Weir		
Type	Concrete gravity dam	Tyrolean/ Trench Weir
Length of dam/ weir at top	44.83 m	15 m
Dam/Weir (above river bed level)	28 m	0.6 m
Main Spillway	Orifice with Breast wall	
Auxiliary Spillway	Overflow	-
No. of Feeder Tunnels/ Channel	2 nos.	1 no
Shape & Size of tunnel/channel	1.7m (W) x 3.9 m (H), UG	2m (W) x 2m (H),
Feeder Tunnel/Channel Length	71 m	36m
Desilting Chamber/ Basin		
Type and Number	Underground, 2 nos	Surface, 2 nos
Size (L x W x D)	50 m x 3.75 m x 7.95 m	40 m x 6 m x 6 - 7.8 m
Link HRP		
Length, Size	25 m, 1.5 dia., Cir. Steel	-
Silt Flushing Tunnel/ Channel		
Unit Tunnel-No, Size (m), Length(m)	2 nos., 0.5 x 1.4, 24 / 17	2 nos., 1 x 1, 20/17
Main Tunnel – Size (m), Length (m)	3 x 3, 135	1.4 x 1.5, 20



Head Race Tunnel/ Pipe		
Number	1 no.,	1 no.,
Tunnel Size	4.5m, D-Shaped	-
Size & Type	2m dia., Circular steel pipe	1.8 m dia., Circular steel pipe
Length	2470m	2494m
No. of HRT Construction Adits	2 nos.,	-
Surge Shaft/ Tube		
Number/Type	1 no., Open to sky	1 no., Surface, inclined
Surge shaft – Diameter/Height	4m circular, 51m	1.6m circular steel tube, 61m
Pressure Shaft		
Type	Underground/ Surface	Underground/ Surface
Number	1 no.	1 no.
Main Pr. Shaft - Diameter	1.6m	1.4m
Main Pr. Shaft – Length		
Top horizontal UG PS	135 m	-
Top horizontal Surface PS	840 m	
Drop shaft	270m	257m
Bottom horizontal UG Link PS	45m	30m
Bottom horizontal UG combined PS	230m	230m
Bottom horizontal Surface PS	420 m	390m
Unit Pr. Shaft – Diameter, Length	0.8m	0.7m
Unit Pr. Shaft - Length	57m/ 40m	24m/ 14m
Power House		
Type of Turbine	Pelton	Pelton
PH Size (m) (Lx W x H)	69m x 20m x 26m	
Tail Race Channel		
Type and Nos.	Open channel, 2 nos.,	Open channel, 2 nos.
Unit TRC- Size and Shape	4.5 m (W) x 1.5 m (H)	2 m (W) x 1.5 m (H)
Main TRC- Size and Length	4.8 m (W) x 1.5 m (H) 30 m	
Electro-Mechanical Equipment		
Type and Nos.	Pelton, 2 nos.	Pelton, 2 nos.
Rated Output, Rated Speed	20 MW, 750 rpm	7 MW, 600 rpm
Type of Generator	Synchronous, vert. shaft	Synchronous, vertical shaft
Rated power, Generation Voltage	22.22 MVA, 11 kV	8.23 MVA, 11 kV
Transformer Number, Voltage ratio	2, 11/132 kV	2, 11/132 kV

2 Contract Packaging

2.1 (90 MW) Jomori Hydropower Project

The Main Civil Works of 90MW Jomori HPP is planned to be executed in the following 2 main packages with the detailed scope as follows:

- i. **Jomori Civil Package-1 (JCP-1):** Diversion Tunnel, Cofferdam, Dam, Intake Structure, Desilting Chamber, SFT, GOC, Gate Shaft, Feeder Tunnel, Link Tunnel, all the associated Adits and Construction Adit-1, Head Race Tunnel from Face-1 (942m) up to Feeder Tunnels, HRT from Face-2 up to 2,100 m.
- ii. **Jomori Civil Package-2 (JCP-2):** Head Race Tunnel from Face-3 up to 2,100 m, Connecting Tunnel, HRT Face-4 725 m, Construction Adit 2, HRT Face-5 (435m), HRT Face-6 (53m) Surge shaft, Pressure shaft, Power House Complex, Switchyard, Tail Race Channel and all associated works.

2.2 (54 MW) Gamri-I and Bamukparonchhu Integrated HPP

Similarly Civil Works of 54 MW Gamri-I and Bamukparonchhu Integrated HPP is planned to be executed in following 2 Main Civil Contract Packages as:



- i. **Gamri Civil Package-1 (GCP-1):** Diversion Tunnel, Cofferdam, Dam, Intake, Desilting Chamber, Feeder Tunnel, Head Race Tunnel, Head Race Pipes, Surge Shaft, Butterfly Valve Chamber and Pressure Shaft of Gamri-1HPP including river crossing and Vertical Shaft of Bamukparongchhu HPP upto River Crossing, Common Power House and Tail Race Channel.
- ii. **Gamri Civil Package-2 (GCP-2):** Diversion Steel Pipes, Trench Weir, Intake, Feeder Channel, Desilting Basin, Head Race Pipes up to Vertical and Surge Tube of Bamukparongchhu HPP.

3 Scope of this Pre-Qualification Document

The DHyE has adopted a two-stage bidding process for selection of the Contractor. The first stage the "Pre-Qualification Stage" of the process involves Pre-Qualification of interested parties who make an Application in accordance with the provisions of this RFQ.

The following three Contract Packages of the two Projects shall be under the scope of this Pre-Qualification Stage:

- i. **Jomori Civil Package (JCP-1):** Diversion Tunnel, Cofferdam, Dam, Intake Structure, Desilting Chamber, SFT, GOC, Gate Shaft, Feeder Tunnel, Link Tunnel, all the associated Adits and Construction Adit-1, Head Race Tunnel from Face-1 (942m) up to Feeder Tunnels, HRT from Face-2 up to 2,100 m;
- ii. **Jomori Civil Package (JCP-2):** Head Race Tunnel from Face-3 up to 2,100 m, Connecting Tunnel, HRT Face-4 725 m, Construction Adit 2, HRT Face-5 (435m), HRT Face-6 (53m) Surge shaft, Pressure shaft, Power House Complex, Switchyard, Tail Race Channel and all associated works and
- iii. **Gamri Civil Package-1 (GCP-1):** Diversion Tunnel, Cofferdam, Dam, Intake, Desilting Chamber, Feeder Tunnel, Head Race Tunnel, Head Race Pipes, Surge Shaft, Butterfly Valve Chamber and Pressure Shaft of Gamri-1HPP including river crossing and Vertical Shaft of Bamukparongchhu HPP upto River Crossing, Common Power House and Tail Race Channel.

At the end of this "Pre-Qualification Stage", the DHyE expects to announce a short-list (**one common for all three packages**) of pre-qualified Applicants who shall be issued with the Bidding Documents and eligible for participation in the second stage of the Bidding Process the "Bid Stage".

- i. In the Pre-Qualification Stage, Applicants would be required to furnish all the information specified in this RFQ.
- ii. After the pre-qualification, the prequalified bidders shall be issued with the Bidding Documents and the Bidders will be called upon to submit their Technical Bid along with Financial Bid in accordance with the Bidding Documents.
- iii. During the Bid Stage, Bidders would be invited to examine the Bid Documents in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for final selection.



SECTION -2 INSTRUCTION TO APPLICANTS



SECTION -2

2. INSTRUCTIONS TO APPLICANTS

2.1 ELIGIBILITY OF APPLICANTS

2.1.1 For determining the eligibility of Applicants for their pre-qualification hereunder, the following shall apply:

- (a) Should have a valid CDB registration under Large Category.
- (b) The Applicant has to apply as a single entity. No JV, any association/consortium would be allowed.
- (c) The credentials of the Applicant on stand-alone basis will only be considered (The credentials of the holding company, group or subsidiary will not be considered).
- (d) The Applicant who has been upgraded and incorporated as company, the credentials of its predecessor (medium category firm) can be used if the majority of the shareholding/ownership (more than 50%) has remained same.

2.2 FORMAT FOR SUBMISSION OF APPLICATION

2.2.1 Only one application shall be submitted against this RFQ. Bidding Documents for all the three Contract Packages will be issued if you are shortlisted based your single application submitted against this RFQ.

2.2.2 The interest parties should submit the Application which shall comprise of the following:

- i. Letter Comprising the Application for Pre-Qualification;
- ii. Power of Attorney for Signing of Application;
- iii. Format for Details of meeting Capability Requirement;
- iv. Signed Integrity Pact Statement;
- v. Certificate of Incorporation/ Commencement of Business;
- vi. Copies of Memorandum and Articles of Association;
- vii. Latest valid Income Tax Clearance Certificate.

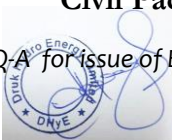
2.2.3 Wherever information has been sought in specified formats, the Applicants shall furnish the details as per the prescribed formats and shall refrain from referring to any other document for providing any information required in the prescribed format.

Notwithstanding anything stated above, DHyE reserves the right to verify the authenticity of the documents submitted for meeting the Eligibility Requirements and may request for any additional information / documents. DHyE reserves the right at its sole discretion to contact the Applicant's bank, lenders, financing institutions and any other persons as necessary to verify the Applicant's information/documents.

2.3 METHOD OF SUBMISSION

2.3.1 The Applicant shall submit its Application in a single closed cover envelope which should be transcript in the following way:

‘Request for Pre-Qualification of Bidders for issue of Bidding Documents for Jomori Civil Package-1 (JCP-1), Jomori Civil Package-2 (JCP-2) for 90 MW Jomori Hydropower



Project and Gamri Civil Package-1 (GCP-1) of 54 MW Gamri-1 & Bamukparongchhu Hydropower Project.”

“Due for opening on **29th December 2023**”

Head (Chief Engineer),
Contract and Procurement Division,
Druk Hydro Energy Limited (DHye),
Jigmeling, Dekiling Gewog,
Sarpang Dzongkhag.

“Name of the Applicant

[Insert name of Applicant]”

- 2.3.2** The Applicants have the option of sending their Application either by courier; or by hand delivery, so as to reach DHyE by the Application Due Date. Applications submitted by telex / telegram / fax / e-mail shall not be considered under any circumstances. DHyE shall not be responsible for any delay in receipt of the Application. Any Application received after the Application Due Date shall be returned unopened.
- 2.3.3** All pages of the Application, and any other document forming part of the Application and corrections in the Application, if any, must be signed by the authorized signatory on behalf of the Applicant. It is clarified that the same authorized signatory shall sign all pages of the Application. However, any published document submitted with the Application shall be signed by the authorized signatory at least on the first and last page of such document.
- 2.3.4** Applicants shall submit the Application one (1) original plus one (1) copy of the original, duly signed by the authorized signatory of the Applicant. The original Application shall be clearly marked “ORIGINAL”, and the copy to be clearly marked “COPY”. In the event of any discrepancy between the original and the accompanying copies, only the original shall prevail.
- 2.3.5** No change or supplemental information to an Application will be accepted after the Application Due Date, unless the same is requested for by the DHyE.

Provided that an Applicant shall always have the right to withdraw or modify the Applicant’s Application before the Application Due Date. In cases where the Application is withdrawn by the Applicant before the Application Due Date, then such Application shall be returned unopened.

If the cover envelope is not closed and not transcribed as per the specified requirement, the DHyE will assume no responsibility for the misplacement or premature opening of the Application.

2.4 SUBMISSION OF APPLICATION BY THE APPLICANT

- 2.4.1** The information and/or documents shall be submitted by the Applicant as per the formats specified in Section 4 (Formats for Application) of this document.
- 2.4.2** Strict adherence to the formats wherever specified, is required. Non-adherence to formats and / or submission of incomplete information may be a ground for declaring the Application as non-responsive. Each format has to be duly signed and stamped by the authorized signatory of the Applicant.



2.4.3 The Applicant should designate one person to represent it in its dealings with the DHyE. The person should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, signing of Application etc. The Applicant should submit, along with Application, a Power of Attorney in original (as per Format A.d), authorizing the signatory of the Application.

2.5 DISQUALIFICATIONS

2.5.1 If any Applicant conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Application, in any manner whatsoever in order to create circumstances for the acceptance of its Application, the DHyE reserves the right to reject such Application.

2.5.2 DHyE shall not entertain for the purpose of Qualification, an Application that in its considered opinion, does not seek to achieve the DHyE's underlying objective.

2.5.3 An Application that is found to be incomplete in content or attachments or authenticity shall not be considered for the purpose of Qualification.

2.5.4 Without prejudice, an Applicant may be disqualified and its Application dropped from further consideration for any of the reasons listed below:

- Failure by Applicant to provide the information required to be furnished in the Application.
- Submission of Application, in respect of any other Applicant, where such Applicant had already submitted an Application.
- If any information becomes known after the Applicant has been qualified which would have entitled DHyE to reject or disqualify the Applicant, DHyE reserves the right to reject the Applicant at the time or at any time after such information becomes known to DHyE.
- The Applicant not satisfying the eligibility and requisite Qualification criteria specified in the above sections are not eligible.

2.6 ENQUIRIES, CLARIFICATION AND PRE-APPLICATION MEETING

2.6.1 The DHyE will not enter into any correspondence with the Applicants, except to furnish clarifications on the RFQ, if necessary.

The Applicants may seek clarifications or suggest amendments to RFQ in writing, through a letter or by e-mail to reach DHyE before 1800 Hrs of 19th December 2023 to the email/address mentioned below: No replies shall be entertained for queries after the deadline.

2.6.2 The DHyE is not under any obligation to entertain / respond to suggestions made or to incorporate modifications sought for.

2.6.3 All correspondence, clarifications in respect of the RFQ and submission of the Application shall be addressed to:

To,
Head (Chief Engineer)
Contract and Procurement Division,
Druk Hydro Energy Limited (DHyE),



Jigmeling, Dekiling Gewog,

Sarpang Dzongkhag.

Email: c.gyeltshen8048@dhye.bt

2.6.4 The DHyE may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the DHyE shall be deemed to be part of the RFQ. Verbal clarifications and information given by DHyE or its employees or representatives shall not in any way or manner be binding on the DHyE.

2.6.5 No extension of Application Due Date shall be granted on the basis or grounds that DHyE has not responded to any question/ provided any clarification

2.7 ACKNOWLEDGEMENT BY APPLICANT

2.7.1 It shall be deemed that by submitting the Application, the Applicant has:

- a. made a complete and careful examination of the RFQ;
- b. received all relevant information requested from the DHyE;
- c. accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of the DHyE; and
- d. agreed to be bound by the undertakings provided by it under and in terms hereof.

2.7.2 The DHyE shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFQ or the Qualification Stage, including any error or mistake there in or in any information or data given by the DHyE.

2.8 OTHER TERMS AND CONDITIONS

2.8.1 The Applicants shall satisfy themselves, on download of the RFQ, that the RFQ notice is complete in all respects. Intimation of any discrepancy shall be given to the DHyE at the address provided in Clause 2.6 of this RFQ immediately. If no intimation is received from any Applicant within twelve (12) days from the date of issue of this RFQ, it shall be considered that the issued document, complete in all respects, has been received by the Applicant.

2.8.2 Language of the Application shall be English only;

2.8.3 Applicants shall mention the name of the contact person and complete address of the Applicant in the Letter Comprising the Application for Pre-Qualification covering letter as per Format 4.1.

2.8.4 The Applicant shall make independent enquiry and satisfy itself with respect to all the required information, inputs, conditions and circumstances and factors that may have any effect on its Application.

2.8.5 Application submitted by the Applicants, within the Application submission Deadline, shall become the property of the DHyE and shall not be returned to the Applicants;

2.8.6 The Applicant shall be responsible for all the costs associated with the preparation of the Application and participation in discussions and attending Pre-application meetings, if any, etc., the DHyE shall not be responsible in any way for such costs, regardless of the conduct or outcome of this Qualification Stage.



- 2.8.7 The DHyE may, at its sole discretion, ask for additional information/ document and/ or seek clarifications from an Applicant after the Application submission Deadline, inter alia, for the purposes of removal of inconsistencies or infirmities in its Application.
- 2.8.8 Non submission and / or submission of incomplete data / information required under the provisions of the RFQ shall not be construed as waiver on the part of the DHyE of the obligation of the Applicants to furnish the said data / information unless the waiver is in writing;
- 2.8.9 The DHyE may verify the Applicant's financial data by checking with the Applicant's lenders / bankers / financing institutions / any other person as necessary;
- 2.8.10 The DHyE reserve the right to interpret the Application submitted by the Applicant in accordance with the provisions of this RFQ and make its own judgment regarding the interpretation of the same. In this regard the DHyE shall have no liability towards any Applicant and no Applicant shall have any recourse to the DHyE with respect to the short listing process. The DHyE shall evaluate the Applications using the evaluation process specified in Section 3, at its sole discretion. The DHyE's decision in this regard shall be final and binding on the Applicants.
- 2.8.11 Notwithstanding anything contained in this RFQ, the DHyE reserves the right
- (i) to reject any Application and
 - (ii) to annul the Bidding Process and
 - (iii) reject all Applications/Bids at any time

without any or liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.

- 2.8.12 The Bidding process shall be governed by, and construed in accordance with, the laws of Kingdom of Bhutan and the Royal Court of Justice at Sarpang shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding process.

2.9 DUE DATES

- 2.9.1 The Applicants should submit the Applications so as to reach the address specified below **by 1300 Hours (BST) on 29th December, 2023.**

Head (Chief Engineer)
Contract and Procurement Division,
Druk Hydro Energy Limited (DHyE),
Jigmeling, Dekiling Gewog,
Sarpang Dzongkhag.

- 2.9.2 The applications **shall be opened at 1500 Hours (BST) on 29th December, 2023.**

2.10 FRAUDULENT AND CORRUPT PRACTICES

- 2.10.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the DHyE may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process



2.10.2 Without prejudice to the rights of the DHyE under Clause 2.10 hereinabove, if a Bidder is found by DHyE to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bid process, or after the issue of the LOI, such Bidder shall not be eligible to participate in any tender or RFP issued by the DHyE, during a period of two (2) years from the date such Bidder is found by the DHyE to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

2.10.3 For the purposes of this Clause 2.10, the following terms shall have the meaning hereinafter respectively assigned to them:

- i. "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "Fraudulent practice" is any intentional 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;
- iii. "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;
- iv. "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;
- v. "Obstructive practice" is
 - a. deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order materially to 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
 - b. acts intended materially to impede the exercise of the inspection and audit rights of the Parties.



SECTION -3 CRITERIA FOR EVALUATION



SECTION-3

3. EVALUATION CRITERIA

3.1 Evaluation of Application

The Application evaluation process comprises the following three steps:

- Step I - Responsiveness check
- Step II - Evaluation Criteria of Applicants
- Step III- Short listing of Applicants

3.2 STEP I – Responsiveness check of Bid

3.2.1 The Applications submitted by Applicants shall be scrutinized to establish responsiveness to the requirements laid down in the RFQ. Subject to Clause 2.4 and Clause 2.5, any of the following may cause the Application to be considered “Non-responsive”, at the sole discretion of DHyE:

- i. Applications that are incomplete, i.e. not accompanied by any of the applicable formats inter alia covering letter, power of attorney, etc;
- ii. Applications not signed by authorized signatory in the manner indicated in this RFQ;
- iii. Material inconsistencies in the information / documents submitted by the Application;
- iv. Information not submitted in the formats specified in this RFQ;
- v. An Applicant submitting more than one Application;
- vi. Application being conditional in nature;
- vii. Applications not received by the Application Due Date;
- viii. Applications having Conflict of Interest;
- ix. Applicant delaying in submission of additional information or clarifications sought by DHyE as applicable;

3.3 STEP II – Evaluation Criteria

3.3.1 Only those Applicants whose applications are found responsive in accordance with Clause 3.2.1 above shall qualify for evaluation under this Stage

3.3.2 The Applicant’s competence and capability shall be established by the following parameters:

1. **Financial Capability of Firm (20 Points)**
2. **Technical Capability of Firm (35 Points)**
3. **Manpower (30 Points)**
4. **Equipment and Machineries (15 Points)**

These four main categories are further divided into sub-headings and other topics and allocated points for each topics for the purpose of scoring as detailed below:

1. **Financial Capability of Firm (20 Points)**

- 1.1. **Average Annual Turnover from the 3 highest turnover of last 7 years (10 Points)**
- 1.2. **Liquid Assets (5 Points)**

Note: Liquid Assets mean cash and cash equivalents, short-term financial instruments, short term available-for-sale-securities, marketable securities, trade receivables and short-term financing receivables.

1.3. **Net worth (5 Points)**

Note: Net worth for this purpose shall be defined as:

= Paid up share capital

Add: Reserves net of losses

Subtract: Revaluation reserves

2. Technical Capability of Firm (35 points)

2.1. General Construction Work Experience in last 7 years (10 Points)

2.2. Specific Work Experience in last 10 years (25 Points)

2.2.1. Underground Tunnel: Experience of having excavated underground tunnel of minimum excavated dia of 4.00 m (15 Points).

2.2.2. Mass Excavation Capability: Experience of high volume open earth excavation from a single project (5 Points).

2.2.3. Mass Concreting Capability: Experience of high volume mass concreting from a single project (5 Points).

3. Manpower (30 Points)

The Firms shall be assessed based on the key manpower available with them as per the relevancy of the qualification and experience in the required field. Relevant experience means having experience in hydropower and tunneling works.

4. Relevant Equipment Available Presently (15 Points)

3.4 STEP III – Short-listing of Applicants

3.4.1 Point-based system shall be used for evaluating the RFQ submitted by the Applicants.

3.4.2 The minimum score required for an Applicant to qualify shall be 70 points. If there are more than Six (6) Applicant who qualify, then only the top Six (6) Applicant shall be issued the bidding document for submission of their offers.



SECTION -4

FORMATS FOR APPLICATION SUBMISSION



SECTION -4

4. FORMATS FOR APPLICATION SUBMISSION

The following formats are required to be submitted as part of the Application. These formats are designed to demonstrate the Applicant's compliance with the Eligibility Requirements set forth in Clause 2.1 of Section 2 and other Application submission requirements as specified in the RFQ.

- i. Letter Comprising the Application for Pre-Qualification;
- ii. Formats for Power of Attorney;
- iii. Format for Details of meeting Capability Requirement;

All Pages of the Application must be signed and sealed by the Authorized Signatory.

Applicant may use additional sheets to submit the information for its detailed response.



4.1 Letter Comprising the Application for Pre-Qualification

(The letter should be on the Letter Head of the Applicant)

Date: _____

From : _____ (Insert name and address of Applicant)

Tel. No.:

E-mail address.....

To,
Head (Chief Engineer)
Contract and Procurement Division,
Druk Hydro Energy Limited (DHyE),
Jigmeling, Dekiling Gewog,
Sarpang Dzongkhag.

Sub: Request for Pre-Qualification of Bidders for issue of Bidding Documents for Jomori Civil Package-1 (JCP-1), Jomori Civil Package-2 (JCP-2) for 90 MW Jomori Hydropower Project and Gamri Civil Package-1 (GCP-1) of 54 MW Gamri-1 & Bamukparongchhu Hydropower Project.

Dear Sir,

With reference to your RFQ document dated 29th November 2023, we, having examined the RFQ document and understood its contents, hereby submit my/our Application for Qualification for the aforesaid project. The Application is unconditional and unqualified.

1. We acknowledge that DHyE will be relying on the information provided in the Application and the documents accompanying such Application for pre-qualification of the Applicants for the aforesaid project, and we certify that all information provided in the Application and forms are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
2. This statement is made for the express purpose of qualifying for **Pre-Qualification of Bidders for issue of Bidding Documents for Jomori Civil Package-1 (JCP-1), Jomori Civil Package-2 (JCP-2) for 90 MW Jomori Hydropower Project and Gamri Civil Package-1 (GCP-1) of 54 MW Gamri-1 & Bamukparongchhu Hydropower Project.**
3. We shall make available to the DHyE any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
4. We declare that:
 - a. We have examined and have no reservations to the RFQ document, including any Addendum issued by the DHyE,
 - b. We do not have any conflict of interest



- c. We hereby certify that we have taken steps to ensure that in conformity with the provisions of **Clause 2.10** the RFQ document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
5. We acknowledge the right of the DHYE to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. We believe that we meet all the requirements as specified in the RFQ document and are qualified to submit a Bid.
7. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFQ, we shall intimate the DHyE of the same immediately.
8. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the DHyE in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection/ Bidding Process itself.
9. We agree and undertake to abide by all the terms and conditions of the RFQ document.
10. We are enclosing herewith the Application containing duly signed formats, duly closed, in one (1) original + one (1) copy as desired by you in the RFQ for your consideration.

In witness thereof, we submit this application under and in accordance with the terms of the RFQ document

Dated the _____ day of _____, 20...

Thanking you,
We remain,

Yours faithfully,



d. Formats for Power of Attorney

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT WE,[insert name of the Applicant]..... a Company incorporated under the[insert relevant statute of the country of incorporation]..... and having its registered office at[insert address]..... (hereinafter referred to as the “Bidder”) having been authorized by the Board of Directors of the Company, inter alia, to execute contracts in the name of and for and on behalf of the Company. I[insert name of the person giving the power of attorney].....presently holding the position of [insert designation of the person giving the power of attorney]..... in the company do hereby constitute, appoint and authorize Mr..... [insert name, designation and residential address of the person to whom the power of attorney is being given]..... as our true and lawful attorney to do in our name and on our behalf all such acts, deeds, things necessary and incidental for submission of our Application against RFQ No., floated by DHyE. I hereby further authorize the above attorney for signing and submission of the Bid and all other documents, information related to the Bid including undertakings, letters, certificates, declarations, clarifications, acceptances, guarantees, any amendments to the Bid and such documents related to the Bid, and providing responses and representing us in all the matters before DGPC in connection with the Bid for the said RFQ till the completion of the bidding process.

I accordingly hereby nominate, constitute and appoint above named severally, as my lawful attorney to do all or any of the acts specifically mentioned immediately herein above.

WE do hereby agree and undertake to ratify and confirm whatever the said Attorney shall lawfully do or cause to be done under and by virtue of this power of Attorney and the Acts of Attorney to all intents and purposes are done as if I had done the same on behalf of the Company if these presents had not been made.

IN WITNESS whereof I, have executed these presents this theday ofat

EXECUTANT

Signature:.....

Name:.....

Designation:.....

ACCEPTED:

Signature of Attorney:.....

Name:.....

Designation:.....

Office Seal.....



e. Format for Details of meeting Capability Requirement

i. Format for Applicant's composition and ownership structure.

• Corporate Details:

Please provide the following information for the Applicant.

i. Company's Name, Address, and Director's details:

Name: _____

Registered Address: _____

Website Address: _____

Corporate Identification Number, if any: _____

Names of the Directors on the Board of the Company

Address for Correspondence:
.....
.....

ii. Year of Incorporation: _____

iii. Company's Business Activities:

iv. Name of the authorized signatory:

v. Telephone Number: _____

vi. Email Address: _____

vii. Tele fax Number: _____

viii. Please provide the following documents:

- i. Copy of the Memorandum and Articles of Association and certificate of incorporation or other equivalent organizational document, including their amendments, certified by the company secretary of the Applicant (as Attachment 1)

• Details of Ownership Structure:

Details of persons owning 10% or more of the total paid up equity of the Applicant.

Status of equity holding as on [Status of equity holding should be provided not earlier than 30 (thirty) days prior to Application Due Date]

Sl. No.	Name of Equity Holder	Type and Number of Shares owned	% of Equity Holding
1.			
2.			
3.			
4.			
...			
.			



f. Financial Capability of the Applicant

i. Annual Turnover

						In ngultrum
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7

ii. Net Worth

Net Worth

Net worth for this purpose shall be defined as:

= Paid up share capital
 Add: Reserves net of Losses
 Subtract: Revaluation reserves

iii. Liquid Asset

Liquid Asset

Liquid Assets mean cash and cash equivalents, short-term financial instruments, short term available-for-sale-securities, marketable securities, trade receivables and short-term financing receivables.

Instructions:

1. The Applicant shall attach copies of the balance sheets, financial statements and Annual Reports for 7 (seven) years preceding the Application Due Date. The financial statements shall:
 - a) reflect the financial position of the Applicant
 - b) be audited by a statutory auditor;
 - c) be complete, including all notes to the financial statements; and
 - d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. The Applicant shall provide an Auditor’s Certificate specifying the net worth and average annual turnover of the Applicant.



g. Technical Capability of the Applicant

i. General Construction Work Experience

List of General Construction Work executed by the Applicant in last 7 years

Sl. No.	Name of Work	Executed Amount (Nu.)	Year	Client

List from Higher Amount first.



ii. Specific Work Experience in last 10 years.

- a) **Underground Tunnel:** Experience of Having excavated underground tunnel of minimum excavated dia of 4.00m.

Sl. No.	Name of the Project	Length (M)	Dia. of Tunnel	Remarks

- b) **Mass Excavation Capability:** Experience of high volume open earth excavation from a single project.

Sl. No.	Name of the Project	Excavation Volume (Cum)	Period	Remarks

- c) **Mass Concreting Capability:** Experience of high volume mass concreting from a single project.

Sl. No.	Name of the Project	Concreting Volume (Cum)	Period	Remarks



iii. Key Bhutanese Work Force

Designation	Name	Qualification	Relevant Experience (Years)	Remarks
Project Manager				
Civil Engineer-1				
Civil Engineer-2				
Civil Engineer-3				
Civil Engineer-4				
Electrical Engineer				
Mechanical Engineer				
Geologist				
Blaster				
Surveyor				
Environment/Safety Officer				
Machine Operator 1				
Machine Operator 2				
Machine Operator 3				
Machine Operator 4				

The Applicants shall submit the details of the above category of employees available with them presently. If not available, please indicate as not available. CVs of above available officials shall be submitted.



iv. Relevant Equipment Available Presently

Equipment	Numbers	Owned by Applicant (Nos.)	Remarks
Hydraulic Drilling Jumbo	2		
Batching Plant	2		
Aggregate Processing Plant	1		
Transit Mixers	4		
Shotcrete Machine	2		
Excavators	1		
Riggs on Crawler	1		
Concrete Pump	1		
Grout Pump	1		

Documentary evidence of ownership shall be submitted. If not available indicate as not available.



h. Integrity Pact Statement.

INTEGRITY PACT STATEMENT

[Integrity Pact Statement pre-signed by the DHyE 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 *Head, Contracts and Procurement Division* representing the Druk Hydro Energy 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:

1.1. This agreement shall be a part of the standard bidding document, which shall be signed by both the parties at the time of purchase of bidding documents and submitted along with the tender document. This IP is applicable only to “large” scale works, goods and services, the threshold of which will be announced by the government from time to time. The signing of the IP shall not apply to framework contracting such as annual office supplies etc.

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 process¹ and contract administration², 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.

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.

¹ 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.

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



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**



