



REQUEST FOR PROPOSAL (RFP)

FOR

Engagement of Owner's Engineer for Detailed Design and Engineering Services for Keyi Hydropower Project (23 MW) in Arunachal Pradesh

(OE PACKAGE)

Single-Stage: Two-Envelope Bidding Procedure

January 2024

Request for Proposal (RFP) Document

Part I Section 1: Request for Proposal Letter

Part	Section No	Content
Part -1 (RFP Procedures and Proposal Forms)	1	Request for Proposal Letter/ Letter of Invitation
	2	Instructions to Consultants (ITC) and Data Sheet
	3	Technical Proposal – Standard Forms
	4	Financial Proposal – Standard Forms
Part -2 (Conditions of Contract and Contract Forms)	5	Contract Forms and Conditions of Contract. This Section also includes the following as appendices to the Form of Contract Agreement: Project Information and Background; Scope of Services; Terms and Procedures of Payment; and, Standards of Conduct, Anti-bribery and Fraud

DD Hydropower & Developers Private Limited

Registered Office: Pvt Res, Near Directorate of Eco & Stats, PO RKM,
Itanagar, Arunachal Pradesh, India.

Email: keyihydro@virtuaal.in

Request for Proposal Letter/ Letter of Invitation

Assignment/ Contract Title: Engagement of Owner’s Engineer for Detailed Design and Engineering Services for Keyi Hydropower Project (23 MW) in Arunachal Pradesh

Assignment/ Contract Identification No.: Keyi-S-009-OE

Project Name: Keyi Hydropower Project (23 MW) in Arunachal Pradesh

RFP issued on 22nd January 2024

To,

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Dear Mr. /Ms.:

1. DD Hydropower & Developers Private Limited (referred to as “**the Client**”/ “**DD Hydro**”) intends to engage eligible and qualified Design and Engineering Services provider firms (“**the Owner’s Engineer**/ “**OE**”/ “**Consultants**”) for Detailed Design and Engineering Services in Arunachal Pradesh (“**the Services**” or “**the Consulting Services**”) in relation to Keyi Hydropower Project (23 MW) (“**the Project**”).
2. More details on the Services are provided in the Section 5.
3. The Client now invites online proposals, in the manner described in Section 2 and as per the format provided in Section 3 and Section 4, to provide the “**Consulting Services**”/ “**Services**”.
4. A firm will be selected under *Least Cost Based Selection (LCS)* procedures provided further that the selected offer is determined to be the most advantageous offer by the Client.
5. The RFP includes the following documents (referred to as the **RFP document**):

Section 1 – Request for Proposals Letter

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Contract Forms and Conditions of Contract

This Section also includes the following as appendices to the Form of Contract Agreement: Project Information and Background; Scope of Services; Terms and Procedures of Payment; and Standards of Conduct, Anti-bribery and Fraud.

6. Details on the proposal's submission date, time and address are provided in Section 2 of the RFP document.
7. The RFP document issued to you in person or sent through e-mail/ post/ courier is also available online on www.viplhydro.com from 22/01/2024 to 27/01/2024 free of cost. The prospective Consultants would be responsible for downloading the RFP document and ensuring that any addenda/ corrigendum/ amendment/ clarification thereto as available on the website is also downloaded and incorporated.
8. The Employer shall not be liable for any delay in receipt of RFP document by the prospective Bidders/ Consultants or for any delays due to the bidding process for any reasons whatsoever.
9. To obtain further information, you should contact:
Administrative Officer
DD Hydro Power and Developers Private Limited
9 Astley Hall, Dehradun
Email: keyihydro@virtuaal.in
Mob: 9412992473
10. The RFP invitation process/ bidding shall be conducted **under Single Stage Two-Envelope Bidding process with e-Procurement** as specified in Section 2 of the RFP document. Under the Single Stage Two-Envelope Bidding process, the Consultant shall not quote, disclose or submit its price in the Technical Part (First Part / Technical Proposal) of its Proposal or in any other manner, whatsoever, except as part of the Price/ Financial part (Second Part / Financial Proposal) of its Proposal. In case of any non-compliance in this regard, the Proposal shall be out-rightly / summarily rejected.
11. Proposal must be submitted as per the process specified in Section 2 of RFP document.
12. If the Client's office happens to be closed on the date of opening of the Proposals specified in the Section 2, as may be extended, the Proposals will be opened on the next working day at the same time and venue or as may be notified by the Client.
13. Other details can be seen in the RFP document.
14. The key dates and other details regarding the bidding/ RFP process and bid/ RFP invitation are indicated in the table below which are subject to the provisions of the RFP Document.

Date of Issue of IFB	<i>22/01/2024</i>
Date & Time of Pre-bid Meeting	<i>29th January 2024 at 1130 Hours (IST)</i>
Availability of RFP document to be obtained in person/ through post or courier or downloaded from website	<i>22nd January 2024 to 27th January 2024</i>
Deadline for Submission of Proposals	<i>20th February 2024 up to 1500 Hours (IST)</i>

Date & Time of Opening of Technical Proposal	20th February 2024 at to 1700 Hours (IST)
Address for Correspondence	Administrative Officer DD Hydro Power and Developers Private Limited 9 Astley Hall, Dehradun Email: keyihydro@virtuaal.in Mob: 9412992473
Contact Details of Authorized Representative of the Employer for the bidding/ RFP process and bid/ Proposal invitation	Vikram Aggarwal 9412992473 Email: keyihydro@virtuaal.in

DD Hydropower & Developers Pvt. Ltd.

Authorized Signatory

Request for Proposal (RFP) Document

Part I Section 2: Instructions to Consultants and Data Sheet

Part	Section No	Content
Part-1 (RFP Procedures and Proposal Forms)	1	Request for Proposal Letter/ Letter of Invitation
	2	Instructions to Consultants (ITC) and Data Sheet
	3	Technical Proposal – Standard Forms
	4	Financial Proposal – Standard Forms
Part -2 (Conditions of Contract and Contract Forms)	5	Contract Forms and Conditions of Contract. This Section also includes the following as appendices to the Form of Contract Agreement: Project Information and Background; Scope of Services; Terms and Procedures of Payment; and, Standards of Conduct, Anti-bribery and Fraud

Section 2. Instructions to Consultants and Data Sheet

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Instructions to Consultants

A. General Provisions

<p>1. Definitions</p>	<p>1.1. For the purpose of this Section 2: Instructions to Bidders and Data Sheet and other Sections where the context so requires,</p> <ul style="list-style-type: none">(a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.(b) “Applicable Law” means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.(c) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.(d) “Consultant/ Owner’s Engineer/ OE” means a legally established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.(e) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the documents listed therein as forming part of the Contract and appended and attached thereto.(f) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific assignment conditions to supplement, and/or modify, the provisions of the ITC.(g) “Day” means a calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Client. It excludes the Client’s official public holidays.(h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant or Sub-consultant.(i) “Government” means the government of the India and includes State Government of Arunachal Pradesh as well as local government.(j) “GST” means applicable Goods and Service Tax (GST) under GST Laws. GST Laws means IGST Act, GST (Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGST Act, 2017 and all related ancillary legislations and amendments, if any, thereto from time to time.(k) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.(l) “Month” shall mean the calendar month.
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	<p>(m) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.</p> <p>(n) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>(o) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(p) “RFP” means the Request for Proposals to be prepared by the Client for the selection of consultants based on RFP document.</p> <p>(q) “RFP document” means the Request for Proposals document comprising all its Sections, used by the Client.</p> <p>(r) “Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(s) “Sub-consultant” means an entity to whom the Consultant/ Owner’s Engineer/ OE intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.</p> <p>(t) “Scope of Services” (included as Appendix to the Form of Contract Agreement in Section 5 of the RFP document) means the Scope of Services that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p> <p>(u) “week” shall mean continuous period of seven (7) days.</p>
	<p>1.2. Throughout this RFP Document,</p> <p>(a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;</p> <p>(b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and</p> <p>(c) Capitalized terms used herein but not defined specifically shall have the meaning as ascribed to them in Section 5: Contract Forms and Conditions of Contract, and elsewhere in this RFP Document.</p>
<p>2. Introduction</p>	<p>2.1. The Client named in the Data Sheet intends to select a Consultant/ Owner’s Engineer/ OE from those who submit their proposal in response to the Request for Proposals (RFP), in accordance with the method of selection specified in the Data Sheet.</p> <p>2.1.1. The Request for Proposal document (RFP Document) comprise of the following: Part-1 (RFP Procedures and Proposal Forms) Section 1 – Request for Proposals Letter Section 2 - Instructions to Consultants and Data Sheet Section 3 - Technical Proposal - Standard Forms</p>

	<p>Section 4 - Financial Proposal - Standard Forms</p> <p>Part -2 (Conditions of Contract and Contract Forms)</p> <p>Section 5 - Contract Forms and Conditions of Contract. (This Section also includes the following as appendices to the Form of Contract Agreement: Project Information and Background; Scope of Services; Terms and Procedures of Payment; and Standards of Conduct, Anti-bribery and Fraud)</p> <p>2.2. The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for holding discussions and, if required, negotiating and ultimately signing the Contract with the selected Consultant/Owner’s Engineer/ OE.</p> <p>2.3. The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.</p> <p>2.4. The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the Data Sheet.</p>
<p>3. Conflict of Interest</p>	<p>3.1. The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>3.2. The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Client.</p> <p>3.3. Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:</p>
<p>a. Conflicting Activities</p>	<p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p>

<p>b. Conflicting Assignments</p>	<p>(ii) <u>Conflict among consulting assignments</u>: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.</p>
<p>c. Conflicting Relationships</p>	<p>(iii) <u>Relationship with the Client’s staff</u>: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client, or its subsidiaries/ affiliates who are directly or indirectly involved in any part of (i) the preparation of the Scope of Services for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.</p>
<p>d. Conflict of Interest in the RFP Process</p>	<p>(iv) <u>Conflict of interest in the RFP Process</u>: any firm participating in the RFP process found to have a conflict of interest shall be disqualified. A participating firm may be considered to have a conflict of interest for the purpose of this RFP process, if the Consultant:</p> <ul style="list-style-type: none"> a) directly or indirectly controls, is controlled by or is under common control with another participating firm; or b) receives or has received any direct or indirect subsidy from another participating firm; or c) has the same legal representative as another participating firm; or d) has a relationship with another participating firm, directly or through common third parties, that puts it in a position to influence the Proposal of another participating firm, or influence the decisions of the Client regarding this RFP process; or e) any of its affiliates or the participating firm, has been hired or engaged (or is proposed to be hired or engaged) by the Client for the Contract implementation for which the Services are being procured through this RFP process.
<p>4. Unfair Competitive Advantage</p>	<p>4.1. Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.</p>
<p>5. Fraud and Corruption</p>	<p>5.1. The Client requires compliance with the Anti-Corruption Guidelines/ Laws in force of the relevant Government/ its instrumentalities and the Standards of Conduct, Anti-bribery and Fraud included as Appendix to the Form of Contract Agreement in Section 5 of the RFP document.</p> <p>5.2. The Client expects participating firms, bidders, Suppliers, and Contractors, agents, subcontractors, subconsultants, service providers,</p>

	<p>subsuppliers, manufacturers (including their respective officers, directors, employees and personnel) to observe the highest standard of ethics during the procurement and execution of such contracts. For the purposes of this provision, the terms set forth below shall mean as follows:</p> <ul style="list-style-type: none"> (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party; (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (iii) “coercive practice” means 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; (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; (v) “abuse” means theft, waste, or improper use of assets related to Client-related activity, either committed intentionally or through reckless disregard; (vi) “conflict of interest” means any situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. <p>5.3. The Client:</p> <ul style="list-style-type: none"> (a) will reject a proposal for award if it determines that the participating firm recommended for award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract; and (b) may declare ineligible, either indefinitely or for a stated period of time, a firm to participate in any procurement by the Client, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices or other integrity violations.
<p>6. Eligibility</p>	<p>6.1. The Client permits Consultants having Indian nationality to offer consulting services, who shall be eligible subject to the restrictions pursuant to conditions herein and, if any, specified in Data Sheet.</p>

	<p>6.2. Furthermore, it is the Consultant's responsibility to ensure that its Experts, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as specified herein.</p> <p>6.3. For the purpose of ITC 6.1, a Consultant shall be deemed to have the nationality of a country if the Consultant is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Services.</p> <p>6.4. Only firm that is a private entity, a state-owned entity or an institution, legally established in the country of its nationality to undertake consulting services works mentioned in the RFP document are eligible to bid (submit their Proposal). In case of Indian nationality, the Bidder may be a proprietorship concern or a partnership firm operating in India, or a registered entity in India under the Companies Act, 1956, 2013 or LLP Act.</p> <p>6.5. As an exception to the foregoing ITC 6.1 to ITC 6.4 above:</p>
<p>a. Sanctions, Suspension and Restriction</p>	<p>6.5.1. <u>Sanctions</u>: Consultants, debarred/ blacklisted/ sanctioned by the Client/ Government of India/ Government of Arunachal Pradesh / any Regulatory Authority, as on the date of submission of Proposal, are not eligible to participate in the RFP process.</p> <p>6.5.2. <u>Suspension</u>: Firm, under suspension by the Client as the result of the operation of a Bid–Securing Declaration or Proposal-Securing Declaration or for any other reason whatsoever, as on the date of submission of Proposal, shall not be eligible to participate in the RFP process.</p>
<p>b. Prohibitions</p>	<p>6.5.3. Firms and individuals of a country or goods manufactured in a country or services provided from a country may be ineligible, if so indicated in Data Sheet and:</p> <ul style="list-style-type: none"> (a) as a matter of law or sanction or official regulations, the Government prohibits commercial relations with that country or prohibits sourcing of goods or services from that country or source under specified category/ negative list; or (b) debarred/ blacklisted/ sanctioned by the Client.
<p>c. General</p>	<p>6.5.4. A participating firm shall be excluded and declared ineligible if the firm/ individual has been debarred, temporarily suspended, declared ineligible or are ineligible, or blacklisted by the Government of India or the Government of Arunachal Pradesh (including any of its ministries, department or subordinate offices) or any public authority, OR, any of the key officers and directors of the firm have</p>

	<p>been charged or convicted of any criminal offense (including felonies and misdemeanors) or infractions/violations of law/regulations which carry the penalty of imprisonment, during the preceding five (5) years reckoned from the date of bid/ proposal opening.</p>
<p>B. Preparation of Proposals</p>	
<p>7. General Considerations</p>	<p>7.1. In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p>
<p>8. Cost of Preparation of Proposal</p>	<p>8.1. The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.</p>
<p>9. Language</p>	<p>9.1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in English.</p>
<p>10. Documents Comprising the Proposal</p>	<p>10.1. The Proposal shall comprise the documents and forms listed in the Data Sheet.</p>
<p>11. Only One Proposal</p>	<p>11.1. The Consultant shall submit only one Proposal. If a Consultant submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant’s staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.</p>
<p>12. Proposal Validity</p>	<p>12.1. Proposals shall remain valid until the date specified in the Data Sheet or any extended date if amended by the Client in accordance with ITC 13.1.1.</p> <p>12.2. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price. The Consultant shall, accordingly, submit a Bid Securing Declaration along with its Technical Proposal, if so specified in the Data Sheet.</p> <p>12.3. If it is established that any Key Expert nominated in the Consultant’s Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions by the Client who may take appropriate action invoking the Bid Securing Declaration if applicable as per ITC 12.2.</p>

<p>a. Extension of Proposal Validity</p>	<p>12.4. The Client will make its best effort to complete the discussions/ negotiations and award the contract prior to the date of expiry of the Proposal validity. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the expiry of Proposal validity to extend the Proposals' validity.</p> <p>12.5. If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7. The validity of the Bid Securing Declaration shall also be extended by the Consultant accordingly.</p> <p>12.6. The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
<p>b. Substitution of Key Experts at Validity Extension</p>	<p>12.7. If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert.</p> <p>12.8. If the Consultant fails to provide a substitute Key Expert with equal or better qualifications as acceptable to the Client, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.</p>
<p>c. Sub-Contracting</p>	<p>12.9. The Consultant shall not subcontract the whole of the Services. The Consultant may, however, subcontract part of the Services only with prior written permission of the Client.</p>
<p>13. Clarification and Amendment of RFP</p>	<p>13.1. The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) by e-mail/ post/ courier to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>13.1.1. At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means and/ or any other means specified in Data Sheet. The amendment will be binding on all the Consultants who submit their Proposal.</p> <p>13.1.2. If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their</p>

	<p>Proposals, by amending the RFP in accordance with ITC 13.1.1. The Client may extend the proposal submission deadline also for any other reason whatsoever.</p> <p>13.2. The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
14. Preparation of Proposals Specific Considerations	14.1. While preparing the Proposal, the Consultant must give particular attention to the specific considerations if any indicated in the Data Sheet .
15. Technical Proposal Format and Content	<p>15.1. The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.2. Consultant may propose alternative Key Experts and the CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.</p> <p>15.3. Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16. Financial Proposal	16.1. The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. The lumpsum price to be quoted in the Financial Proposal shall include all expenses and all costs associated with the assignment, including remuneration for Key Experts and Non-Key Experts. It shall, however, exclude the taxes and duties is so specified in ITC 16.3 and the reimbursable expenses indicated in the Data Sheet .
a. Price Adjustment	16.2. A price adjustment provision for inflation for remuneration rates applies, if so stated in the Data Sheet .
b. Taxes	16.3. The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract. Only those taxes and duties, as specified in the Data Sheet shall be reimbursed/ paid by Client as per actuals.
c. Currency of Proposal	16.4. The Consultant shall express the price for its Services in the Financial Proposal in India Rupees (INR) .
d. Currency of Payment	16.5. Payment under the Contract shall be made in the currency or currencies of the Proposal.
C. Submission, Opening and Evaluation	
17. Submission of Proposals	17.1. The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as “CONFIDENTIAL”

	<p>information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail/ courier or by hand.</p> <p>17.2. An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.</p> <p>17.3. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>17.4. The deadline for submission Proposals is indicated in the Data Sheet. The deadline for submission may be extended by the Client as per ITC 13.</p> <p>17.5. The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>17.6. The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked "TECHNICAL PROPOSAL", "[Name of the Assignment] ", [reference number], [name and address of the Consultant], and with a warning "DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]."</p> <p>17.7. Similarly, the original Financial and its copies shall be placed inside of a separate sealed envelope clearly marked "FINANCIAL PROPOSAL" "[Name of the Assignment], [reference number], [name and address of the Consultant]", and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."</p> <p>17.8. The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant's name and the address, and shall be clearly marked "Do Not Open Before [insert the time and date of the submission deadline indicated in the Data Sheet as per ITC 17.4]".</p> <p>17.9. If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>17.10. The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline</p>
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	<p>for submission indicated in the Data Sheet as per ITC 17.4, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.</p>
<p>18. Confidentiality</p>	<p>18.1. From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.</p> <p>18.2. Any attempt by consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to sanctions by the Client.</p> <p>18.3. Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it shall do so only in writing. However, the Client is not bound to respond if it considers the same inappropriate.</p>
<p>19. Opening of Technical Proposals</p>	<p>19.1. The Client shall conduct the opening of the Technical Proposals in the presence of the Consultants’ authorized representatives who choose to attend in person or online is so permitted by the Client. The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with the Client until they are opened in accordance with ITC 22.</p> <p>19.2. At the opening of the Technical Proposals the following shall be read out: (i) the name of the Consultant; (ii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iii) any other information deemed appropriate.</p>
<p>20. Proposals Evaluation</p>	<p>20.1. Subject to provision of ITC 15.1, the Client’s evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p> <p>20.2. The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals including any response to clarifications sought by Client which does not alter the substance of the Proposal or the price.</p>

<p>21. Evaluation of Technical Proposals</p>	<p>21.1. The Client shall evaluate the Technical Proposals on the basis of their responsiveness to the Scope of Services and the RFP, applying the evaluation criteria if any specified in the Data Sheet. Each Proposal will be evaluated for its substantial responsiveness. A Proposal shall be rejected at this stage if it does not substantially respond to important aspects of the RFP or if it fails to achieve the requirements, if any, indicated in the Data Sheet.</p> <p>21.2. During the evaluation of Proposals, the following definitions apply:</p> <ul style="list-style-type: none"> a) “Deviation” is a departure from the requirements specified in the RFP Document; b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP Document; and c) “Omission” is the failure to submit part or all of the information or documentation required in the RFP Document. <p>21.3. A substantially responsive Technical Proposal is one that meets the requirements of the RFP Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,</p> <ul style="list-style-type: none"> i. If accepted would <ul style="list-style-type: none"> a. affect in any substantial way the scope, quality, or performance of the Services specified in RFP Document; or b. limits in any substantial way, inconsistent with the RFP Document, the Client’s rights or the Consultant’s obligations under the Contract; or ii. If rectified, would unfairly affect the competitive position of other Consultants presenting substantially responsive Technical Proposals.
<p>22. Financial Proposals for selection</p>	<p>22.1. Following the determination of substantial responsiveness of Technical Proposals, depending on the method of selection, the Financial Proposal of the Consultants determined to have submitted substantially responsive Technical Proposals is opened by the Client.</p>
<p>23. Public Opening of Financial Proposals</p>	<p>23.1. After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and Scope of Services, and their Financial Proposals will be returned unopened after completing the selection process and Contract signing.</p> <p>23.2. The Client shall simultaneously notify those Consultants whose Proposals were considered substantially responsive to the RFP and Scope of Services, advising them that their Financial Proposal will be opened, and notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals at their option.</p>

	<p>23.3. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is available) is optional and is at the Consultant's choice.</p> <p>23.4. The Financial Proposals shall be opened by the Client in the presence of the representatives of the Consultants who chooses to attend. At the opening, the names of the Consultants, and the total prices read aloud and recorded.</p>
<p>24. Correction of Errors</p>	<p>24.1. Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed and deemed to be included in the prices of other activities or items, and no corrections will be made to the Financial Proposal on this account.</p> <p>24.2. Since the Contract is envisaged to be in a Lump-Sum contract form as per the RFP, the Consultant is deemed to have included all costs and prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes to be excluded as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount in figures, the amount in words shall prevail.</p>
<p>25. Taxes</p>	<p>25.1. The Client's evaluation of the Consultant's Financial Proposal shall include all taxes and duties applicable in India or abroad, and shall include the taxes and duties, if any, specified in the Data Sheet which shall be payable/ reimbursable in accordance with the instructions therein.</p>
<p>26. Method of Selection and Cost Evaluation</p>	<p>26.1. The method of selection shall generally be the Least-Cost Selection (LCS) provided further as under -</p>
<p>a. Least-Cost Selection</p>	<p>26.2. In the Least-Cost Selection (LCS), the Client will select the Consultant who has submitted the Proposal with the lowest evaluated total price among those Proposals that are determined to be substantially responsive provided further that the Client determines the Proposal of such Consultant as the Most Advantageous Proposal for the Client. The Client shall invite such a Consultant for discussions and, if required, negotiations for Contract finalization.</p> <p>26.3. The Client, however, reserves the right to accept or reject any or all Proposals, and to annul the bidding process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to consultants. In case of annulment, all Proposals submitted and specifically, bid securities or bid securing declarations, as the case may be, shall be promptly returned to the Bidders.</p>

D. Discussions/ Negotiations and Award	
27. Discussions/ Negotiations	<p>27.1. The discussions and/or negotiations will be held at the date and address to be notified by the Client, with the representative(s) of the Consultant whose Proposal is determined as the Most Advantageous Proposal and who is otherwise acceptable to the Client, who must have written power of attorney to discuss/ negotiate and sign a Contract on behalf of the Consultant. In case the circumstances so warrant, the Client may hold negotiations with other Consultants and, basis that, determine the Most Advantageous Proposal.</p>
a. Availability of Key Experts	<p>27.2. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations or during the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts’ availability may result in the rejection of the Consultant’s Proposal and would constitute sufficient grounds for further action as per the Bid Securing Declaration In such an eventuality, the Client reserves the right to proceed with discussions/ negotiations for finalization of the Contract with the next-ranked Consultant or annul the RFP process without any liability whatsoever.</p> <p>27.3. Notwithstanding the above, the substitution of Key Experts at the discussions/ negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to discuss/ negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>
b. Technical Discussions/ Negotiations	<p>27.4. The discussions/ negotiations shall include the Scope of Services, the proposed methodology, the Client’s inputs, the conditions of the Contract, and finalizing the “Scope of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the Scope of Services or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.</p>
c. Financial discussions/ Negotiations	<p>27.5. The discussions/ negotiations include the clarification of the Consultant’s tax liability in India payable/ reimbursable by the Client and how it should be reflected in the Contract.</p> <p>27.6. At the discretion of the Client, the total price stated in the Financial Proposal may require to be reviewing / negotiating during Contract discussions.</p>
28. Conclusion of Discussions/ Negotiations	<p>28.1. The discussions/ negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and</p>

	<p>the Consultant's authorized representative. Such Consultant is referred to as the successful Consultant.</p> <p>28.2. If the discussions/ negotiations fail, the Client shall terminate the discussions/ negotiations informing the Consultant. In such an eventuality, the Client reserves the right to invite the next-ranked Consultant to discuss/ negotiate a Contract.</p>
<p>29. Notification of Award</p>	<p>29.1. The Client shall, send a Notification of Award to the successful Consultant prior to the expiry date of the Proposal validity, confirming award of the Contract to the successful Consultant and requesting the successful Consultant to sign the Contract finalized after Contract discussions/ negotiations, within fourteen (14) Business Days from the date of receipt of such notification.</p> <p>29.2. The Notification of Award shall constitute the acceptance of the Consultant's Proposal read in conjunction with Contract discussions, if any, and consequent formation of the binding Contract.</p>
<p>30. Signing of Contract, Estimated Time Period for Engagement and Contract Performance Security</p>	<p>30.1. The Contract shall be signed after issuance of Notification of Award of Contract as per ITC 29.</p> <p>30.2. The Consultant is expected to commence the Services related to the assignment immediately after the receipt of the Notification of Award.</p> <p>30.3. The estimated time period for the engagement of the successful Consultant for the Services is as indicated in the Data Sheet.</p> <p>30.4. The Consultant shall furnish a Contract Performance Security if so specified in the Data Sheet.</p> <p>30.5. Failure of the Consultant to act on the requirements of ITC 30.1, 30.2 and 30.3 shall constitute sufficient grounds for the annulment of the award of Contract and for further action as per the Bid Securing Declaration and/or forfeiture of the Bid Security, as applicable.</p>

Section 2. Instructions to Consultants

E. Data Sheet

ITC Reference	A. General
2.1	<p>Name of the Client: DD Hydropower & Developers Pvt. Ltd., Arunachal Pradesh (also referred to as DD Hydro)</p> <p>Method of selection: <i>Least Cost Based Selection (LCS) provided further that the Client determines the Proposal of the Consultant as the Most Advantageous Proposal for the Client.</i></p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal:</p> <p>Yes.</p> <p>The RFP process will be conducted under Single Stage Two Envelope Bidding Procedure.</p> <p>The name of the assignment is: Engagement of Owner's Engineer for Detailed Design and Engineering Services for Keyi Hydropower Project (23 MW) in Arunachal Pradesh</p> <p>Assignment/ Contract Identification No.: Keyi-S009-OE</p> <p>Project Name: Keyi Hydropower Project (23 MW) in Arunachal Pradesh</p>
2.3	<p>A pre-proposal conference will be held: Yes</p> <p>Date of pre-proposal conference 29th January 2024 at 1130 Hours (IST)</p> <p>Conference will be held online.</p> <p>Contact person/conference coordinator: <i>Aman Gaharwal/Vikram Aggarwal</i> <i>Mob:7579048858/Mob:9412992473</i></p>
2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <p><i>Consultant may request data, including Project DPR, or others as required.</i></p>
4.1	<p>Not Applicable</p>
6.1	<p>The following shall also apply regarding eligibility:</p> <p>i. To be eligible to bid, the Consultant must ensure compliance to the following as may be amended/ clarified from time to time by the Ministry of Finance, Government of India, failing which they shall not be eligible:</p>

Restrictions under Rule 144 (xi) of GFR 2017: Restrictions on procurement from a bidder of a country which shares a land border with India.

I. Any bidder from a country which shares a land border with India will be eligible to bid only if the bidder is registered with the Competent Authority.

II. "Bidder" (Seller / Service Provider) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order/ Rule means: -

- a. An entity incorporated, established, or registered in such a country; or*
- b. A subsidiary of an entity incorporated, established, or registered in such a country; or*
- c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or*
- d. An entity whose beneficial owner is situated in such a country; or*
- e. An Indian (or other) agent of such an entity; or*
- f. A natural person who is a citizen of such a country; or*
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above*

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;*
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;*

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

	<p><i>V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</i></p> <p><i>VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.</i></p>
6.5.3	<p>Prohibitions shall apply to and include all countries and territories on whom the Government, has or may, by order in writing, imposed restrictions or sanctions, for procurement from that country or countries, or a class of countries, on any ground or matters directly or indirectly, including but not limited to restrictions under Order (Public Procurement No. 1) issued by Department of Expenditure, Ministry of Finance, Government of India under F.No. 6/18/2019-PPD dated 23rd July 2020 read in conjunction with any amendment or clarification thereto.</p>
B. Preparation of Proposals	
10.1	<p>The Proposal shall comprise the Technical Proposal and the Financial Proposal as per the following:</p> <ul style="list-style-type: none"> ➤ The Technical Proposal comprising: <ol style="list-style-type: none"> (1) Power of Attorney to sign the Proposal and Bid Securing Declaration/ Bid Security (if required under Data Sheet 12.2 below) (2) TECH-1 (3) TECH-4 (4) TECH-5 (5) TECH-6 <p>AND</p> ➤ The Financial Proposal comprising: <ol style="list-style-type: none"> (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4
11.1	<p>Participation of Key Experts and Non-Key Experts in more than one Proposal is permissible: No.</p> <p>Participation of Sub-consultants in more than one Proposal is permissible: No.</p>
12.1	<p>Proposals shall be valid for 120 days calendar days after the date of deadline for Proposal submission (as extended)</p>

12.2	The Consultant shall furnish a Bid-Securing Declaration in the format specified in Section 3.
13.1	Clarifications may be requested through e-mail no later than 10 (ten) days prior to the submission deadline. The contact information for requesting clarifications is: <u>Aman Gaharwal</u> E-mail: Aman@virtuaal.in /SRG@virtuaal.in
14.1	Not Applicable
16.1	The reimbursable expenses shall include such expenses as may be specified to be reimbursable expenses in Appendix 2 (Scope of Services) of the Form of Contract Agreement.
16.2	A price adjustment provision applies to Lumpsum Contract Price: No.
16.3	Consultants and their Sub-consultants and Experts are responsible for payment of all taxes as applicable in India. The Client will, however reimburse, the Goods & Services Tax (GST) payable on the Consultant's invoice for direct transactions between the Client and the Consultant, as per Applicable Law in India. Statutory deductions of taxes at source (TDS), however, shall be made as applicable. The proof of submission of GST with relevant Government Authority shall be provided by the Consultant to the Client if so requested by the Client. The GST as above be, however, shown separately in the Financial Proposal.
16.5	The Financial Proposal shall be submitted in Indian Rupees.
16.6	Payments under the Contract shall be made in Indian Rupees.
C. Submission, Opening and Evaluation	
17.4	The Proposals must be submitted in person or by post/ courier no later than the deadline for submission stated below: Date/Time: 20th February 2024 up to 1500 Hours (IST)
17.10	The Proposal or its modifications must be sent to the address indicated herein below and received by the Client no later than. Date and Time: same as the submission deadline indicated in 17.4. The Proposal submission address is: Administrative Officer DD Hydro Power and Developers Private Limited

	<p>9 Astley Hall, Dehradun Email: keyihydro@virtuaal.in Mob: 9412992473</p>									
<p>19.1</p>	<p>The procedure for opening of Technical Proposals, shall be: <i>Technical Proposal will be opened, by the Client at the date and time indicated below.</i></p> <p>Date/Time: <i>same as the submission deadline indicated in 17.4.</i></p> <p>Consultants have an option to attend the opening of the Technical Proposals, in person. The opening shall take place at:</p> <p style="padding-left: 40px;">Administrative Officer DD Hydro Power and Developers Private Limited 9 Astley Hall, Dehradun Email: keyihydro@virtuaal.in Mob: 9412992473</p> <p>In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened at the appointed time and location on the next working day.</p>									
<p>21.1</p>	<p>Consultants’ Technical Proposal shall be evaluated generally on the basis of the criteria mentioned below.</p> <p>A: Consultant’s Experience:</p> <table border="1" data-bbox="405 1048 1359 1406"> <thead> <tr> <th>S. No:</th> <th>Criteria</th> <th>Documents Required</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>The Consultant must be in the business of and having experience in design and engineering of Hydro Power Projects during the last 10-15 years.</td> <td>Certificate of Incorporation and copies of contracts/ work orders.</td> </tr> <tr> <td>2.</td> <td>The Consultant must have carried out design and engineering of at least two Hydro Power Projects of 15 MW or above</td> <td>Copies of contracts/ work orders.</td> </tr> </tbody> </table> <p>B: Adequacy of methodology and competence of Key Experts:</p> <p>(i) Adequacy and quality of the proposed methodology, and work plan in responding to the Scope of Services, to the satisfaction of the Client:</p> <p>(ii) Key Experts’ qualifications and competence for the Assignment:</p> <p>a) Position K-1: [Team Leader]: Must be graduate in Engineering and have at least 20 years’ experience in design and engineering of Hydro Power Projects</p> <p>b) Position K-2: [Lead Engineer – Civil Works]: Must be graduate in Engineering and have at least 15 years’ experience in design and engineering of Hydro Power Projects</p> <p>c) Position K-3: [Lead Engineer – Electro-Mechanical/ Hydro-Mechanical Works]: Must be graduate in Engineering and have at least 15 years’ experience in design and engineering of Hydro Power Projects</p>	S. No:	Criteria	Documents Required	1.	The Consultant must be in the business of and having experience in design and engineering of Hydro Power Projects during the last 10-15 years.	Certificate of Incorporation and copies of contracts/ work orders.	2.	The Consultant must have carried out design and engineering of at least two Hydro Power Projects of 15 MW or above	Copies of contracts/ work orders.
S. No:	Criteria	Documents Required								
1.	The Consultant must be in the business of and having experience in design and engineering of Hydro Power Projects during the last 10-15 years.	Certificate of Incorporation and copies of contracts/ work orders.								
2.	The Consultant must have carried out design and engineering of at least two Hydro Power Projects of 15 MW or above	Copies of contracts/ work orders.								

	d) Position K-4: [Engineer – Site Coordination]: Must be graduate in Engineering and have at least 10 years' experience in design and engineering of Hydro Power Projects
	Public Opening of Financial Proposals
25.1	For the purpose of the evaluation, the Client will exclude: GST levied on the contractor's invoices in respect of direct transactions between the Client and the Consultant.
	D. Discussion/ Negotiations and Award
30.2	Estimated time period for the engagement of the successful Consultant for the Services: 36 (Thirty-six) Months
30.3	Performance Security is not required to be furnished.

Request for Proposal (RFP) Document

Part I Section 3: Technical Proposal-Standard Forms

Part	Section No	Content
Part -1 (RFP Procedures and Proposal Forms)	1	Request for Proposal Letter/ Letter of Invitation
	2	Instructions to Consultants (ITC) and Data Sheet
	3	Technical Proposal – Standard Forms
	4	Financial Proposal – Standard Forms
Part -2 (Conditions of Contract and Contract Forms)	5	Contract Forms and Conditions of Contract. This Section also includes the following as appendices to the Form of Contract Agreement: Project Information and Background; Scope of Services; Terms and Procedures of Payment; and, Standards of Conduct, Anti-bribery and Fraud

Section 3. Technical Proposal – Standard Forms

1. CHECKLIST OF REQUIRED FORMS

{Notes to Consultant shown in brackets { } provide guidance to the Consultant to prepare the Technical Proposals; they should not appear on the Technical Proposals to be submitted.}

Required for FTP or STP ✓		FORM	DESCRIPTION
FTP	STP		
✓	✓	TECH-1	Technical Proposal Submission Form.
✓ If applicable		TECH-1 Attachment	Power of Attorney. No pre-set format/form.
✓ If applicable		TECH-1 Attachment	Bid Securing Declaration. As per specified format
✓		TECH-2	Consultant’s Organization and Experience
✓		TECH-2A	A. Consultant’s Organization
✓		TECH-2B	B. Consultant’s Experience
✓		TECH-3	Comments or Suggestions on the Scope of Services and on Counterpart Staff and Facilities to be provided by the Client.
✓		TECH-3A	A. On the Scope of Services
✓		TECH-3B	B. On the Counterpart Staff and Facilities
✓	✓	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment
✓	✓	TECH-5	Work Schedule and Planning for Deliverables
✓	✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)

All pages of the Technical and Financial Proposal shall be signed by the same authorized representative of the Consultant who signs the Proposal.

2. FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: Administrative Officer
DD Hydro Power and Developers Private Limited
9 Astley Hall, Dehradun
Email: keyihydro@virtuaal.in
Mob: 9412992473

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **Engagement of Owner's Engineer for Detailed Design and Engineering Services for Keyi Hydropower Project (23 MW) in Arunachal Pradesh** in accordance with your Request for Proposals (RFP) dated 22/01/2024 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal.

If the Consultant's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: *{Insert a list with full name and address of each Sub-consultant.}*

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Client.
- (b) Our Proposal shall be valid and remain binding upon for the period of time specified in the Data Sheet, ITC 12.1. We also hereby submit the **Bid Securing Declaration** as per ITC 12.2 attached to our Technical Proposal.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the provisions in regard to Fraud and Corruption as per ITC 5.
- (e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in India.
- (f) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of our experience and the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 27.4 may lead to the termination of Contract negotiations and shall constitute sufficient ground for action against us as per the Bid Securing Declaration.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date as per ITC 30.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

Attachments:

1. **Bid Securing Declaration/ Bid Security**
2. **Integrity Pact**
3. **Power of Attorney of proposal/ Bid Signatory**
4. **Letter of intent to form a joint venture or the JV agreement, as applicable.**

Yours sincerely,

Signature (of Consultant's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address} _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

Attachment to Form TECH-1

BID SECURING DECLARATION

Whereas, I/We (name of Consultant) ----- have submitted Proposal for -----
(name of Consulting Services) in response to Request For Proposal (RFP) no: -----
dated -----

I/We hereby submit following declaration in lieu of Bid Security/ Earnest Money Deposit:

1. If after the opening of Proposal, I/We withdraw and/or modify my/our Proposal during its period of validity (including extended validity) as specified in the RFP document,
Or
2. If, after the issue of Notification of Award of the Contract, I/We fail to sign the Contract, or to submit Contract Performance Guarantee (if applicable) before the deadline specified in the RFP document,
Or
3. If, in case of I/ we fail to ensure that the Contract becomes Effective as specified in the RFP document.

I/we shall be suspended, at the discretion of the Client, from and shall not be eligible to participate for a period of one year from date of issue of the suspension order, in the bidding against any of the Notice Inviting Tenders/ Invitation For Bids/ Request for Proposal etc. issued by the Client during that period.

Signed on (*Insert the Date*)

Signature (of Consultant's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}
Title: {insert title/position of authorized representative}
Name of Consultant (company's name)
Capacity: {insert the person's capacity to sign for the Consultant}
Address: {insert the authorized representative's address}
Phone/fax: {insert the authorized representative's phone and fax number, if applicable}
Email: {insert the authorized representative's email address} _____

Attachment to Form TECH-1

POWER OF ATTORNEY OF PROPOSAL/ BID SIGNATORY

3. FORM TECH-2

CONSULTANT’S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant’s organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. For each assignment, the outline should indicate the names of the Consultant’s Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant’s role/involvement.

A - Consultant’s Organization

1. Provide here a brief description of the background and organization.
2. Include organizational chart, a list of Board of Directors (if applicable), and beneficial ownership.

B - Consultant’s Experience

1. List only previous similar assignments successfully completed in the last 5 (five) years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in Rs.)/ Amount paid to Consultant firm	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., “Design and Engineering of.....”}	{e.g., Ministry of, country}	{e.g., Rs.1 mill/Rs. 0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Design and Engineering of.....”}	{e.g.,....., country}	{e.g., Rs. 0.2 mil/Rs. 0.2 mil}	{e.g., sole Consultant}

FORM TECH-3

**COMMENTS AND SUGGESTIONS ON THE SCOPE OF SERVICES, COUNTERPART
STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

Form TECH-3: comments and suggestions on the Scope of Services that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Scope of Services

{improvements to the Scope of Services, if any}

B - On Counterpart Staff and Facilities

{comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

4. FORM TECH-4

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE SCOPE OF SERVICES

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Scope of Services specify training as a specific component of the assignment.

- a) Technical Approach and Methodology
 - b) Work Plan
 - c) Organization and Staffing
- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Scope of Services, the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the Scope of Services in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the Scope of Services and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

5. FORM TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months												
		1	2	3	4	5	6	7	8	9	n	TOTAL	
D-1	{e.g., Deliverable #1: Drawings etc.}													
D-2	{e.g., Deliverable #2: Reports etc.}													

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of drawings, reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

FORM TECH-6 CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....;]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	

Expert's contact information: (e-mail, phone.....)

Request for Proposal (RFP) Document

Part I Section 4: Financial Proposal-Standard Forms

Part	Section No	Content
Part -1 (RFP Procedures and Proposal Forms)	1	Request for Proposal Letter/ Letter of Invitation
	2	Instructions to Consultants (ITC) and Data Sheet
	3	Technical Proposal – Standard Forms
	4	Financial Proposal – Standard Forms
Part -2 (Conditions of Contract and Contract Forms)	5	Contract Forms and Conditions of Contract. This Section also includes the following as appendices to the Form of Contract Agreement: Project Information and Background; Scope of Services; Terms and Procedures of Payment; and, Standards of Conduct, Anti-bribery and Fraud

Section 4. Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Lumpsum Costs

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: Administrative Officer
DD Hydro Power and Developers Private Limited
9 Astley Hall, Dehradun
Email: keyihydro@virtuaal.in
Mob: 9412992473

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **Engagement of Owner's Engineer for Detailed Design and Engineering Services for Keyi Hydropower Project (23 MW) in Arunachal Pradesh** in accordance with your Request for Proposal dated 22/01/2024 and our Technical Proposal.

Our attached Financial Proposal is for the amount of Rs. _____ {Insert amount in words and figures}, [Insert "including" or "excluding"] of GST in accordance with ITC 25.1 in the Data Sheet. The estimated amount of GST @.....% is Rs. _____ {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract discussions and negotiations, for the period of time specified in the Data Sheet, ITC 12.1.

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

Yours sincerely,

Signature (of Consultant's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}
Title: {insert title/position of authorized representative}
Name of Consultant (company's name):
Capacity: {insert the person's capacity to sign for the Consultant}
Address: {insert the authorized representative's address}
Phone/fax: {insert the authorized representative's phone and fax number, if applicable}
Email: {insert the authorized representative's email address} _____

FORM FIN-2 SUMMARY OF COSTS

Item	Cost (in Indian Rupees)
Lumpsum Cost of the Financial Proposal	
<u>Total Lumpsum Cost of the Financial Proposal:</u> {Should match the amount in Form FIN-1}	
GST Tax Estimates – to be discussed and finalized at the discussions and negotiations if the Contract is awarded	
<u>Total Estimate for GST (in percentage of Total Lumpsum Cost and amount):</u>	

Note:

- 1) Payments will be made in the currency expressed above (Reference to ITC 16.5).
- 2) Proposed Costs is in accordance with ITC 16

Request for Proposal (RFP) Document

Part II Section 5: Conditions of Contract and Contract Forms

Part	Section No	Content
Part -1 (RFP Procedures and Proposal Forms)	1	Request for Proposal Letter/ Letter of Invitation
	2	Instructions to Consultants (ITC) and Data Sheet
	3	Technical Proposal – Standard Forms
	4	Financial Proposal – Standard Forms
Part -2 (Conditions of Contract and Contract Forms)	5	Contract Forms and Conditions of Contract. This Section also includes the following as appendices to the Form of Contract Agreement: Project Information and Background; Scope of Services; Terms and Procedures of Payment; and, Standards of Conduct, Anti-bribery and Fraud

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I. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between,

M/s DD Hydropower & Developers Private Limited, a company incorporated under the Companies Act 1956 and having its Registered Office at Pvt Res, Near Directorate of Eco and Stats, P.O. RKM, Itanagar, Arunachal Pradesh - 791111, India (hereinafter referred to as "**DD Hydro**" or "the **Client**" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the one part;
and

M/s {.....insert name of the selected Consultant.....} a company incorporated under the Companies Act 1956 and having its {.....insert name of the Registered Office of the selected Consultant.....} (hereinafter referred to as "...." or "**Consultant**" or "the **Owner's Engineer/ OE**" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the other part.

(For the sake of convenience, hereinafter individually referred to as "the **Party**" and collectively as "the **Parties**").

WHEREAS

- (a) the Client is developing the Keyi 23 MW Hydropower Project (**the Project**) located in Arunachal Pradesh, India (hereinafter called the "**Project**") the particulars of which are presented in **Appendix (Project Information and Background)**;
- (b) the Client has issued Request for Proposals for Engagement of **Owner's Engineer for Detailed Design and Engineering Services for Keyi Hydropower Project (23 MW) in Arunachal Pradesh** as defined in this Contract (hereinafter called the "**Services**");
- (c) the Consultant/ Owner's Engineer/ OE, having submitted its Proposal and represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. Article 1: Contract Documents:

1.1. The following documents along with all appendices, annexures, attachments and enclosures thereto (the "**Contract**") shall be deemed to form an integral part of this Contract, and each shall be read and construed as an integral part of this Contract Agreement (cumulatively referred to as the **Contract Documents**):

- (a) This Form of Contract (Contract Agreement and the Annexures hereto) including the following:

Appendix 1:	Project Information and Background
Appendix 2:	Scope of Services
Appendix 3:	Terms and Procedures of Payment
Appendix 4:	Letter of Intent
Appendix 5:	Standards of Conduct, Anti-bribery and Fraud
- (b) The Conditions of Contract;

2. Article 2: Order of Precedence

- 2.1. In the event of any inconsistency between the documents, the following order of precedence shall prevail: Form of Contract (Contract Agreement and the Appendices hereto); the Conditions of Contract. Any reference to this Contract shall include, where the context permits, a reference to the Appendices.

3. Article 3: Definitions

- 3.1. Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the Conditions of Contract and other documents forming part of the Contract Documents.

4. Article 4: Contract Price

- 4.1. The Client hereby agrees to pay to the Owner's Engineer/ OE the Contract Price in consideration of the performance by the Owner's Engineer/ OE of its obligations hereunder. The Contract Price shall be the aggregate of [amounts in words], [amounts in figures] as specified in the Contract/ Notification of Award, or such other sums as may be determined in accordance with the terms and conditions of the Contract.

5. Article 5: Effective Date and Expiry of Contract

- 5.1. The Contract shall come into force and effect on the date of the Notification of Award (the "Effective Date") placed at **Appendix (Notification of Award)** and subject to Owner's Engineer/ OE signing of this Contract and to begin carrying out the Services.
- 5.2. Unless terminated earlier pursuant to the Conditions of the Contract, this Contract shall expire at the end of **Thirty-six (36) months** reckoned from the Effective Date, or the time period as may be extended from time to time.

6. Article 6: Mutual Rights and Obligations

- 6.1. The mutual rights and obligations of the Client and the Owner's Engineer/ OE shall be as set forth in the Contract, in particular:
 - (a) the Owner's Engineer/ OE shall carry out the Services as per the Scope of Services given in **Appendix (Scope of Services)** in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Owner's Engineer/ OE as per the terms and procedure of payment given in **Appendix (Terms and Procedures of Payment)** in accordance with the provisions of the Contract.

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

For and on behalf of **M/s DD Hydropower & Developers Private Limited**

[Authorized Representative– Name, title and signature]

For and on behalf of **M/s** {.....insert name of the selected Consultant.....}

[Authorized Representative– Name and signature]

In the presence of

In the presence of

Name.....

Name.....

Designation.....

Designation.....

LIST OF APPENDICES

- Appendix 1: Project Information and Background
- Appendix 2: Scope of Services
- Appendix 3: Terms and Procedures of Payment
- Appendix 4: Notification of Award
- Appendix 5: Standards of Conduct, Anti-bribery and Fraud

I. Appendix 1: Introduction, Background and Project Information and Background

1. INTRODUCTION AND BACKGROUND

1.1 General

DD Hydropower and Developers Pvt. Ltd. (DD Hydro) (also referred to as the Client) is developing the Keyi 23 MW Hydropower Project (the Project) located in Arunachal Pradesh, India.

The majority shareholders of DD Hydro are:

Virtuaal Infrapower Pvt. Ltd. (VIPL); and
InfraCo Asia Development Pte. Ltd. (IAD).

1.2 Virtuaal Infrapower Pvt. Ltd. (VIPL)

Virtuaal Infrapower Private Limited (VIPL) is a part of the Virtuaal Group. VIPL was incorporated in 2012 and is developing renewable energy generation projects under the small hydroelectric power development sector in India. VIPL has built a robust pipeline of projects in varying stages of development, including execution, investigation, approval and due diligence. The Pareng Hydropower Project is about to commence construction and will be immediately followed by the Keyi Hydropower Project (23 MW). For more details of the Company and projects under development, please visit www.viplhydro.com.

1.3 InfraCo Asia Development Pte. Ltd. (IAD)

- a. InfraCo Asia is a commercially managed infrastructure development and investment company of the Private Infrastructure Development Group (PIDG), a coalition of funders mobilising private sector investment to assist developing countries attain infrastructure vital to boosting their economic growth and combating poverty.
- b. Headquartered in Singapore, InfraCo Asia comprises two complementary companies as follows: (i) InfraCo Asia Development Pte. Ltd. (IAD); and (ii) InfraCo Asia Investments Pte. Ltd. (IAI).
- c. InfraCo Asia Development (IAD) stimulates private sector investment in infrastructure in South and Southeast Asia by taking an equity stake in high-risk infrastructure development activities, with a focus on socially responsible and commercially viable infrastructure projects that contribute to economic growth, social development and poverty reduction.
- d. InfraCo Asia Investments Pte. Ltd. (IAI) is an investment company that invests in selected IAD projects at financial close, as well as in eligible infrastructure projects developed by third parties.
- e. InfraCo Asia is funded by four members of PIDG – the Australian Department of Foreign Affairs and Trade (DFAT), the Swiss State Secretariat for Economic Affairs (SECO), the Ministry of Foreign Affairs of the Netherlands (DGIS) and the UK Foreign, Commonwealth & Development Office (FCDO).
- f. For more information about InfraCo Asia, including details of the sectors and countries in which projects are being developed, please visit www.infracoasia.com.

1.4 Private Infrastructure Development Group (PIDG)

- a. Private Infrastructure Development Group (PIDG) (a) The Private Infrastructure Development Group (PIDG) is an innovative infrastructure development and finance organisation delivering pioneering infrastructure in the poorest and most fragile countries in South Asia, Southeast Asia and sub-Saharan Africa.

- b. PIDG is funded by six governments (UK, Netherlands, Switzerland, Australia, Sweden, and Germany) and the International Finance Corporation (IFC).
- c. For more information about PIDG, please visit www.pidg.org.

2. THE PROJECT

2.1 The Keyi 23 MW Hydropower Project, which is located in Pistana Village of Yachuli Sub-division of Lower Subansiri District, Arunachal Pradesh, is a run-of-river development on the Keyi River, a tributary of the Panyor River (also known as the Ranganadi River), which eventually joins the Brahmaputra River.

The Project is located approximately 30 km from Yachuli town and about 100 km from Itanagar, the state capital of Arunachal Pradesh.

The Project will be developed with equity and debt financing.

2.2 The Project includes a Barrage diversion on the Keyi River (near to Pistana village), a headrace tunnel, surge shaft, penstock, surface powerhouse and tailrace channel (near to Ambam village).

The Project rated output is 2 x 11.5 MW (23 MW), with an annual gross energy generation of 112 GWh.

The Project will comprise the following main features:

- Diversion structure (Barrage);
- Intake structure;
- Desilting basin (including access adit);
- Headrace tunnel (including access adit);
- Surge shaft;
- Pressure shaft;
- Penstock;
- Powerhouse and switchyard (for 2 generating units);
- Tailrace channel; and
- Transmission line (132 kV).

2.3 The Project will be implemented through the following main contracts:

- (i) KEYI-W001 - Civil works;
- (ii) KEYI -W002 - Hydro-mechanical works;
- (iii) KEYI -W003 - Electro-mechanical works; and
- (iv) KEYI -W004 - Transmission line works.

2.4 Bidding process for award of contracts for the packages referred to at 2.3 (i), (ii) and (iii) is underway. The contracts are expected to be awarded and construction of the Project is expected to begin in the second half of 2024. The contract for Transmission line works shall be awarded later.

2.5 Project Features

1.	Location		
	State	:	Arunachal Pradesh
	District	:	Lower Subansiri
	Village	:	Pistana
	Access	:	135 km from Itanagar

2.	Geographical Coordinates		
	Diversion site		
	Longitude	:	93° 39' 0.42" E
	Latitude	:	27° 29' 43.09" N
	Powerhouse site		
	Longitude	:	93° 39' 16.64" E
	Latitude	:	27° 28' 43.35" N
3.	Hydrology		
	Name of stream	:	Keyi
	Type of stream	:	Perennial
	Catchment area	:	259.60 km2
	Max discharge -10 Daily	:	37.42 m3/s
	Min discharge-10 Daily	:	3.23 m3/s
	50 year flood at diversion site	:	1273 m3/s
	500 year flood at diversion site	:	1800 m3/s
	100 year flood at powerhouse site	:	4331 m3/s
	For 90% dependable year		
	Max discharge – 10 Daily	:	38.45 m3/s
	Min discharge- 10 Daily	:	4.63 m3/s
	For 75% dependable year		
	Max discharge – 10 Daily	:	34.22 m3/s
	Min discharge- 10 Daily	:	3.16 m3/s
	For 50% dependable year		
	Max discharge – 10 Daily	:	43.64 m3/s
	Min discharge- 10 Daily	:	7.25 m3/s
4.	Temporary River Diversion		
	25 years dry season design flood	:	390 m3/s
	Diameter of Diversion Tunnel	:	7.5 m, Horseshoe shaped
	Length of Diversion Tunnel	:	195.41 m
	Top of upstream coffer dam	:	904.6 m
	Top of downstream coffer dam	:	896.0m
	Invert of diversion inlet	:	893.0 m
	Invert of diversion outlet	:	891.50 m
5.	Diversion Structure		
	Type	:	Gated barrage
	Average riverbed level	:	892.50 m
	Crest level of barrage bays	:	893.50 m

	Bridge deck level	:	904.50 m
	Barrage Bays		
	No. of bays	:	2
	Width of each Bay	:	8.0 m
	Thickness of piers	:	2.5 m
	Clear width of barrage bays	:	16 m
	Type and height of gate	:	Radial Gate of 9.1 m high
	Under Sluice Bay		
	No. of under sluice bays	:	1
	Width of each bay	:	8.0 m
	Crest level of under sluice Bay	:	El. 892.50 m
	Clear width of under sluice bays	:	8 m
	Type and height of gate	:	Radial Gates, 10.1m high.
	Energy Dissipation System		Hydraulic jump type stilling basin
	Length of basin from toe of sloping glacis in barrage bay	:	37 m
	Length of basin from toe of sloping glacis in sluice bay	:	37 m
	Total width of basin	:	29 m
	Cistern level	:	El. 889.0 m
	End Sill Level	:	El. 891.0 m
6.	Power Intake		
	Type	:	Side Intake
	Invert Level of Intake	:	El. 894.50 m
	Size of trash Rack	:	2 nos. 3.5 m (W) x 7.6 m (H)
	Intake Stop Log	:	1 no. Vertical lift Gate (3.5 m (W) x 3.5 m (H))
	Intake Service Gate	:	1 no. Vertical lift Gate (3.5 m (W) x 3.5 m (H))
7.	Feeder Tunnel		
	Shape	:	Horseshoe shaped
	Concrete lining thickness	:	250 mm
	Diameter	:	3.5 m
	Length	:	311.5 m
	Adit to Feeder Tunnel		
	Shape	:	D-shaped
	Diameter	:	4.0 m
	Length	:	65 m
8.	Desilting Chamber		

	Size	:	95 m x 12m x 13.85 m
	Size of particle removed	:	0.25 mm
	Transition length (upstream)	:	25.5 m
	Transition length (downstream)	:	12.75 m
	Material	:	Reinforced Cement Concrete
	Silt flushing tunnel size	:	3.5 m dia., D-shaped
	Silt flushing tunnel length	:	204.67 m
	Silt flushing steel pipe dia.	:	1.25 m
9.	Head Race Tunnel		
	Shape	:	Horseshoe shaped
	Diameter	:	3.5 m
	Length	:	1342.9 m
	Design discharge	:	20.50 m ³ /s
	Concrete lining thickness	:	250 mm
10.	Surge Shaft		
	Shape	:	Circular
	Diameter	:	7.5 m with gate groove (equivalent to 7.3 m)
	Height (above orifice slab)	:	25.6 m
	Maximum upsurge level	:	912.37 m
	Minimum down-surge level	:	893.26 m
	Orifice size	:	2.6 m x 0.5 m gate groove and additional circular orifice of 0.85 diameter
11.	Pressure Shaft		
	Shape	:	Circular
	Diameter	:	2.6 m
	Total length	:	150.499 m
	Steel lined length	:	143.23 m
	Thickness of liner	:	10 mm
12.	Main Penstock		
	Shape	:	Circular
	Material	:	ASTM 537 CLASS 2
	Diameter	:	2.6 m
	Length	:	6.79 m
13.	Branch Penstock		
	Shape	:	Circular
	Material	:	ASTM 537 CLASS 2

	Number	:	2
	Diameter	:	1.85 m
	Length	:	171.76 m
14.	Powerhouse		
	Type	:	Surface
	Size (Lx W x H)	:	49.51 m (L) x 12.1 m (W) x 31.32 m (H)
	Gross head	:	129.78 m
	Design head	:	125.48 m
	Centre line of penstock at MIV	:	767.90 m
	Machine hall level	:	768.50 m
	Service bay level	:	782.00 m
	Auxiliary bay control room floor level	:	782.00 m
	Auxiliary bay office/conference room floor level	:	778.00 m
15.	Tailrace		
	Type	:	Box channel
	Unit tailrace		
	Width	:	4.0 m
	Height	:	4.24 m
	Length	:	16.2 m
	Combine Tailrace		
	Width	:	7.5 m
	Height	:	4.24 m to 1.75 m
	Length	:	17.1 m
16.	E&M Equipment		
	Turbines		
	Type	:	Horizontal axis Francis
	No. & Capacity	:	2 x 11.5 MW (at generator terminal)
	Rated net head	:	125.48 m
	Speed	:	600 rpm
	Overloading	:	10%
	Generators		
	Type	:	Horizontal shaft alternating current synchronous type.
	No. & Capacity	:	2 x 11.5 MW
	Power factor	:	0.85 (lagging)
	Overloading	:	10%

	Transformer		
	Type and Numbers	:	2 nos-11/132 kV, 15 MVA, YNd11, ONAN (Oil Natural, Air Natural)
17.	Power Generation		
	Installed capacity	:	23 MW
	Energy at 90% Dependable year with 95% machine availability	:	118.83 Gwh
18.	Transmission Line		
	Voltage	:	132kV
	No. of transmission lines	:	Single circuit transmission line
	Length	:	15 km to New Zero (Yachuli) substation

- 2.6 The Client is in the process of creating an appropriately equipped site camp and office facility for use by the site-based staff of the Client and Owner's Engineer/ OE.
- 2.7 Project Management Services will be provided and the construction work at the Project site will be managed by the Client on its own or by appointing the Project Management Consultant (PMC).

II. Appendix 2: Scope of Services

1. GENERAL

- 1.1 The Owner's Engineer ("OE") shall carry out the Services as given and specified in this Appendix 2, in accordance with the provisions of the Contract. The OE shall be deemed to have satisfied himself as to the correctness and the sufficiency of the Contract Price stated in the Contract, which shall include all costs and expenses for all the Services, all OE's obligations under the Contract, all matters and things necessary for the proper performance/ delivery of the Services and remedying of any defects therein, except for the services otherwise identified herein as "**Extra Services**". For the "**Extra Services**", the cost/ fee and other details shall be mutually agreed by and between the OE and the Client, and payable to the OE accordingly.
- 1.2 A total of 150 (One hundred and fifty) man-days are included in the Contract for providing and carrying out certain specifically identified Services by Specialists/ Professionals at Project Site and outside OE's offices. The OE shall provide and carry out such identified Services and all obligations, matters and things related thereto under the **scope of the man-days if so required, with prior approval of the Client**. The adjustment/ accounting of the man-days shall be done accordingly upon successful performance and carrying out of such identified Services. All cost and expenses that the OE incurs/ may incur for providing and carrying out such identified Services are deemed to be included in the Contract Price except the reimbursable expenses towards travel, lodging and boarding as approved/ provided by the Client.
- 1.3 Certain specifically identified services under the Contract are envisaged to be under the scope of **Time-Based services** as the duration of such services and performance/ carrying out of activities, tasks or assignment related thereto, will be assigned to/ requested from the OE by the Client from time to time during the currency of the Contract including its extension if any. Such specifically identified Time-Based services, shall be provided by the OE on a timed basis. The remuneration payable to the OE by the Client for such services will be determined on the basis of the time actually spent by the Engineer/ Personnel/ Staff deputed/ deployed by the OE in carrying out such services as aforesaid and will be based on (i) salary actually paid to the concerned Engineer/ Personnel/ Staff by the OE PLUS 30% thereof towards overheads and profits of the OE, multiplied by the actual time spent by the concerned Engineer/ Personnel/ Staff in executing the activities/ tasks/assignment, and (ii) the reimbursable expenses towards travel, lodging and boarding as approved/ provided by the Client. The salary actually paid to the concerned Engineer/ Personnel/ Staff shall be determined based on the average monthly salary actually paid by the OE to the concerned Engineer/ Personnel/ Staff during the three months period preceding the month in which the services are performed/rendered. The Owner's Engineer shall provide the documentary evidence for the same to the satisfaction of the Client. For the purpose of determining per day salary based on the average monthly salary, one (1) month equals thirty (30) billable days. The 30% of the salary actually paid to the concerned Engineer/ Personnel/ Staff constitutes the bonus, incentive, overheads and profits etc., which include all costs and expenses except salary actually paid to the concerned Engineer/ Personnel/ Staff, that the OE may incur in providing and deploying the Engineer/ Personnel/ Staff and other resources for rendering the services under the Contract. Applicable GST is payable extra at actuals.

1.4 The expenses towards travel, lodging and boarding in connection with the visit/ deployment related to the identified services (i) under the scope of the man-days and (ii) under the scope of Time-Based services, as aforesaid, shall be borne / reimbursed by the Client at actual on production of reasonable receipt/ certificate. For the purpose of (i) adjustment/ accounting of the man-days spent by the Specialists/ Professionals at Project Site and outside OE's offices under the scope of the man-days and (ii) counting/ accounting of the actual time spent by the concerned Engineer/ Personnel/ Staff under the scope of Time-Based services, the days when the concerned Engineer/ Personnel/ Staff/ Specialists/ Professionals is travelling, will be adjusted/ accounted / counted as half man-day for each day of travel or part thereof and days spent on site/ destination when utilized for the tasks/ works/ Services for the Project will be adjusted/ accounted / counted as full man-day for each day when task/ work/ Service is performed/ carried out provided further that the time spent on the task/ work/ Service is more than half day (at least 4 hours), otherwise it will be adjusted/ accounted / counted as half man-day.

2. SCOPE OF SERVICES

The project will be undertaken in two phases:

2.1 Phase I – Tender Stage

2.1.1 The Tender Stage design and activities have been generally completed and the completed tasks/ activities are as follows:

- (a) Regarding DPR
Detailed Project Report has been prepared and OE is required to study it to get familiar with the project. Soft copy of Project DPR (updated) shall be made available to the OE.
- (b) Regarding Contracts
 - i. As planned, for the following contract packages for the Keyi 23 MW Hydropower Project, the bidding process/ bid evaluation for award of contracts is currently in process and the commencement of Project construction is yet to take off
 - KEYI-W001 - Civil works;
 - KEYI-W002 - Hydro-mechanical works;
 - KEYI-W003 - Electro-mechanical works; andSoft copy of Project Construction Schedule shall be made available to the OE.
 - ii. The following contract packages are yet to be awarded:
 - KEYI-W004 - Transmission line works; and
 - Any other package that may be required either for the project works or the enabling works.

(The civil works packages is envisaged as item rate-based type of contract and the Hydro Mechanical and Electro Mechanical packages are EPC type of contracts)

2.1.2 Upon Client's request the OE shall provide the following services in respect of one or more of the contracts yet to be awarded, listed at 2.1.1 b (i) and (ii) above, as "**Extra Services**". Scope of OE in that case may include either or all, complete or in part, of the following:

- (a) Project Schedule: OE shall prepare project schedule for the respective contract packages, identifying various activities like tender documents preparation, bid invitation, answering bidder's queries, evaluation of bids, award of contracts, engineering, construction and commissioning. This schedule should be in line with overall Project Construction Schedule and for the purpose of monitoring the contract package implementation.
- (b) Tender Techno-Commercial Specifications: OE shall prepare tender specifications for each of the packages which will, as may be applicable, include:

- i. Qualification Requirements
- ii. Technical specifications including drawings*
- iii. Bill of quantities
- iv. Geological Compendium
- v. Commercial terms and conditions
- vi. Technical data sheets and other bid requirements as needed to prepare a complete set of tender documents.
(‘ * ’: tender drawings and design shall be prepared based on detailed topographical survey and geological/ geotechnical investigations provided by us)

- (c) Tender Invitation, Bid Evaluation and award of Contracts: OE shall carry out preparation of Notice Inviting Tender which shall be published by Owner in various newspapers. On receipt of request OE shall issue tender documents to the prospective bidders, prepare responses to bidders' queries issuing clarifications, holding pre bid conferences prior to actual submission of bids. Once bids are received OE shall undertake bid evaluation based on technical and commercial bids and submit bid evaluation report for Client's consideration. OE shall also assist in contract negotiations with selected bidders leading to drafting of contract and execution of contract.

2.2 Phase II: Detailed Design

Scope of OE under the Detailed Design is described in subsequent clauses hereunder.

As a part of the detailed engineering the OE shall undertake the following activities:

- (a) Prepare, review and finalize latest Project Layout and coordinates;
- (b) Prepare and finalize design documents, drawings etc. in the light of latest Project Layout and coordinates as reviewed and finalized;
- (c) prepare fresh designs and drawings as may be required;
- (d) prepare and release Construction Fit Drawings;
- (e) identify and deploy dedicated Design office Experts/ professionals and a team to resolve specific design/drawing issues during construction so as to carry out required modifications quickly;
- (f) deploy specialists / professionals on short term basis in specific situations related to detailed design/ engineering, at Project Site or any other location in India outside OE's offices as may be requested by the Client, under **scope of man-days** included in the Contract;
- (g) deploy one or more design coordinator(s)/ coordinator(s) at Site on full time basis during construction phase as requested by the Client under **scope of Time-Based services** for sorting out issues and facilitating smooth construction with construction fit drawings;
- (h) work in close coordination with Client's personnel/ professionals, the contractors and other stakeholders.

2.2.1 Civil Works

- (a) The OE shall prepare the Design Basis Report (DBR) and the detailed design of the project components. The preparation of detailed design and drawings (including reinforcement detail drawings) will be planned in such a manner that all the necessary design and drawings (including reinforcement detail drawings) are available well in advance of the construction schedule to avoid any delay in project execution due to non-availability of such drawings.
- (b) Civil and structural designs and drawings should be prepared for various project components of the project as envisaged in the DPR/ final Design Basis Report. The list of construction drawings along with drawing release schedule shall be provided by OE.

- (c) OE shall provide/ review the drawings/documents, as required at construction stage and the services shall be available till project is completed.
- (d) Additional drawings and designs will be prepared as needed. The design will take into consideration the locations and constraints of the project site.
- (e) Based on site feedback the drawings/ documents shall be reviewed by OE and revised details/ drawings/ documents provided, as required, and the OE's services shall remain available till completion of the project.
- (f) All drawing shall be produced using latest licensed version of AutoCAD software and all designs shall be produced using latest version of Staad/ MS Excel software.
- (g) Input and Output files of the design calculation shall be provided enabling Client check the design.
- (h) The design and drawings shall be based on applicable Bureau of Indian Standard (BIS) codes and best industry practices.
- (i) The Civil constructions drawings shall take into account Hydro-mechanical as well as Electro mechanical equipment supplier's data including loading and embedment details. The embedment details supplied by the HM and EM Contractors shall be incorporated in the respective civil works construction drawings.

2.2.2 Hydro Mechanical Works

- (a) OE shall prepare hydraulic designs, sizing and data sheets for all hydro-mechanical equipment including penstock/ pressure shaft. Based on these inputs the hydro-mechanical equipment supplier will prepare detailed fabrication drawings which will be reviewed by OE and recommended for approval.
- (b) The construction/ installation/ erection methodology for various hydro-mechanical components submitted by the HM equipment supplier shall also be reviewed by OE and OE recommendation provided.

2.2.3 Electro Mechanical Works

- (a) Design and drawings produced by the Electro-Mechanical contractor shall be reviewed by OE and recommended for approval.
- (b) The construction/ installation/ erection methodology for various electro-mechanical equipment submitted by the EM contractor shall also be reviewed by OE and recommendations provided.

2.2.4 Transmission line and other (roads etc.) works (If specifically requested by Owner as Extra Services)

- (a) Design and drawings produced by the contractor shall be reviewed by OE and recommended for approval.
- (b) The construction/ installation/ erection methodology for the transmission line, transmission towers/ poles and other material/ equipment submitted by the contractor shall also be reviewed by OE and recommendations provided.

2.2.5 Other Services to be provided

Scope of OE under 'Phase II: Detailed Design' shall include the following Other Services without any additional cost except where otherwise provided:

(a) **General**

- i. Review of Quality Assurance & Control Plans
- ii. Identifying components requiring model studies, supplying specifications and Drawings for model studies and visit of experts to the labs during the studies.
- iii. Providing technical assistance related to survey works, if needed.
- iv. Providing design and drawings for transmission system up to the pooling/ connecting sub-station.
- v. Vetting of completion report prepared by the Civil, HM and EM contractors *in case the activities listed under 3.2.6 are performed by the Project Management Consultant/ Client.*
- vi. Soft copies of final/ intermediate versions of Drawings and Documents shall be submitted.
- vii. OE shall resolve all technical issues which the project encounters during construction including approval of 'As Built Drawings'.
- viii. As built drawings pertaining to Civil Works package shall be furnished by the OE in coordination with Civil Contractor/ PMC by OE. As built drawings submitted by HM & EM contractors shall also be vetted by OE. The OE shall ensure that its services fully meet the objectives for successful completion of the project.

(b) **Coordination Meetings**

- i. In order to maintain effective coordination of all project activities throughout the project it is required that regular monthly meetings, or as may be required by the Client, are held at Management Level. Monthly Project Review meetings shall be attended by Experts/ key personnel of OE and other stakeholders to provide most suitable forum for this purpose. Problems would be discussed to arrive at suitable solution and the relevant party identified for follow up action and resolution. Such meetings will be held at New Delhi and/ or project site. The Consultant shall ensure appropriate representation of their Management/ Experts/ personnel for such meetings.

(c) **Progress Reports**

- i. Monthly progress report shall be provided by OE highlighting progress on design & engineering works vis-à-vis project schedule. Constraints faced, if any, should also be covered in the progress reports.

(d) **Site Visit, Assessment and Review**

- i. OE shall deploy/ depute its Specialists/ Professionals to visit the site as may be required, with Client's approval, **under the scope of man-days** included in the Contract.
- ii. OE shall deploy/ depute its Specialists/ Professional Geologist to examine the sites and proposed locations of major structures as required, with Client's approval, **under the scope of man-days** included in the Contract.

(The purpose of site visit, assessment and review may interalia include, listing of data required and procuring the balance data, if any, from various sources)

- (e) **Pre-dispatch Inspections**
 - i. Pre-dispatch inspections of HM and EM equipment and construction equipment shall be conducted by Specialists/ Professional as required, with Client's approval, under **scope of man-days** included in the Contract.
- (f) **Site Supervisory Assistance**
 - i. These services shall be taken by the Client, if required, with Client's approval, and provided and carried out by the OE under the **scope of Time-Based Services**.

3. DESCRIPTION AND DETAILS OF SERVICES

The Scope of Services shall be construed and read in conjunction with and delivered/ rendered in accordance and in compliance with, the description and details given below which shall supplement, and in no case shall be construed to limit, the Scope of Services mentioned in this Appendix.

3.1 General

- (a) The objectives of the Services shall be to provide assurance to the Client that the Project is designed and constructed in accordance with the Client's requirements, and is delivered on schedule, within budget, and in accordance with the specifications and desirable quality as per the respective works contract(s), to acceptable health, safety and environmental standards.
- (b) The Services shall be in compliance with the Applicable Laws, the IFC Performance Standards on Environmental and Social Sustainability and related Environmental, Health, and Safety General Guidelines, and the PIDG Health, Safety, Environmental and Social Management System (HSES-MS) Standards (www.pidg.org).
- (c) The OE shall carry out the Services in a proactive and comprehensive manner throughout the entire contract period and in close cooperation with the Client.
- (d) All software used in the performance of the Services shall be in compliance with the related licensing requirements for such software.
- (e) The Services shall include various activities including the following:
 - i. Detailed design and Engineering Services
 - Preparation/ updating / review of layout and construction drawings with reinforcement details, based upon latest survey control points.
 - Verification of hydraulics and head losses for the project
 - Issue of civil detail drawings (especially WCS and Powerhouse) including BOQ
 - Engineering support for civil design drawings during execution of project based upon in-situ findings.
 - Review and approval of EM drawings along with incorporation of requisite details in civil drawings.
 - Review and approval of HM drawings along with incorporation of requisite details in civil drawings.
 - Review of QA plans, if any, submitted by *EM and HM contractors*.
 - Vetting of completion report submitted by Civil, EM and HM OEs contractors *in case the activities listed under 3.2.7 are performed by the Project Management Consultant/ Client*.
 - As-built drawings
 - All AutoCAD drawings, soft files of design carried shall be submitted to client.
 - ii. Inspections of factory test and site tests for EM and HM supplies as and when required

- iii. The OE shall also undertake preparation of drawings for certain minor site related works viz. roads, dumping area retaining wall, other temporary works like storage, as may be required by the Client.
- (f) The Services shall follow sound management and engineering practices and shall employ technologies and methodologies that are appropriate for the scale of the Project.
- (g) Cost-effective and optimised design solutions shall be paramount to ensure that the implementation cost of the Project is minimised to the fullest extent possible.

3.2 Project Management

3.2.1 Project Document Control and Management System

- (a) The OE shall develop, implement, maintain, and update as necessary, a simple and effective document control and management system to ensure that all Project documents are appropriately numbered, titled, controlled, and saved in a logical and systematic manner.
- (b) All documents prepared and provided by the OE shall be in English.
- (c) All documents shall be submitted to the Client in electronic form in PDF format. The original files in editable format shall also be submitted if requested by the Client.
- (d) CAD drawings shall be submitted in file formats appropriate for use in AutoCAD version 2010 or lower.

3.2.2 Meetings

- (a) In addition to the meetings specified in 2.2.5 (b), the OE shall participate, if and when required by the Client, in meetings in relation to the Services. Such meetings shall include the following:
 - i. Monthly progress review meetings
 - ii. Weekly site coordination meetings with the Project Management Consultant/ Client's representative.
 - iii. Technical review and clarification meetings, as necessary
- (b) Meetings may be conducted in person, by telephone or video conference (e.g. Skype, Teams, Zoom, etc.) subject to agreement with the Client.

3.2.3 Value Engineering Study

The OE shall, on benefit sharing basis, carry out a Value Engineering Study, for the Project complete in all respects, *if so required by the Client*, on the proposed Project, including:

- (a) Review of existing Project feasibility study and concept designs, and identification of any shortcomings in the available data, documentation, and related studies.
- (b) Inspection of the site and review of site information relevant to the successful implementation of the Project.
- (c) Review alternative approaches and innovation to design and construction of the Project.
- (d) Identification of possible improvement options for the Project arrangement, features, and implementation strategy to provide an appropriately optimised, simple, cost-effective, and reliable Project facility, with minimised development costs.

- (e) Preparation of a Value Engineering Report, for review, consideration, and approval by the Client before progressing design activities or initiating and managing the procurement of additional surveys or assessments.
- (f) The basis of benefit sharing shall be mutually agreed so that contribution of OE in superior than expected delivery, both in cost of the Project is recognized.

3.2.4 Technical Deliverables

The OE shall prepare, review and furnish a Basic Engineering Report (or separate reports as applicable) that shall include all necessary and relevant data, calculations, discussions, drawings, and recommendations with respect to the following:

- (a) Background (context and basis of the report) including a review report or updated design basis report/ detailed project report.
- (b) Value Engineering Report and recommendations
- (c) Topographical and survey assessments and recommendations
- (d) Geological and geotechnical assessments and recommendations
- (e) The list of construction drawings along with drawing release schedule.

3.2.5 Quantities Estimates

Pursuant to the finalized scope of work and specifications for the Project, the OE shall provide estimates of the quantities for each respective contract package from time to time.

3.2.6 Taking Over and Completion

The Client may request the OE and the OE shall provide and carry out the services for supervising the taking over of the Project works, including the following tasks, as **Extra Services**:

- (a) Receive and review taking over applications with respect to the related contract works, including any defined sections of such works.
- (b) Arrange for final inspection of the respective contract works with a representative of the Client.
- (c) Make recommendations to the Client regarding acceptance or rejection of the respective applications for taking over.
- (d) Prepare the necessary taking over certificates, stating the date on which the contract works (or section thereof) were substantially completed in accordance with the contract, including any related lists of minor outstanding works or defects to be completed by the OE following issue by the Client of the respective taking over certificate. The lists of outstanding works shall include related photos, videos and drawings where necessary.
- (e) Prepare closure report(s) for each of the works contract(s), which shall include information regarding the following:
 - i. Date(s) of completion and taking over of any part(s) or section(s) of the works by the Client, if applicable
 - ii. Date of completion and taking over of the whole of the works by the Client
 - iii. Final approved contract price
 - iv. Status of invoicing and payments
 - v. Variations approved
 - vi. Status of any outstanding claims or disputes
 - vii. Status of any performance guarantees and any related liquidated damages applied, if applicable
 - viii. Status of the contract timeline and any related delay liquidated damages applied, if applicable

- ix. Status of any retention monies
 - x. Status of any bank guarantees
 - xi. Status of any performance certificate to be issued to the OE, if applicable.
- (f) Prepare the Project Completion Report.

3.2.7 Defect Liability Period

If requested by the Client, the OE shall provide appropriate support to the Client for issues arising during the defect liability period(s) of the respective works contract(s). The Services will be deemed to be “**Extra Services**”, for which the cost shall be mutually agreed and payable to the OE by the Client, and may include the following activities:

- (a) Respond to any notifications from the Client concerning any defects in the Project works that may appear during the defect liability period(s), issue necessary instructions to the respective contractor, and, if so requested by the Client, monitor the satisfactory completion of any related remedial works.
- (b) Monitor the respective contractor in performing their obligations and providing the necessary support to the Client for any issues arising during the defect liability period(s).
- (c) Assist the Client to prepare and issue a Performance Certificate, within the times and using procedures prescribed under the respective works contract.
- (d) Assist the Client to facilitate Project close-out, and ensure that all the close-out activities, including the coordination with the respective contractors are carried out in a proper and timely manner.
- (e) Arrange, in conjunction with the Client, for the return of any outstanding bank guarantees provided by the works by the respective contractors, including performance guarantees.

3.2.8 Status Related Deliverables

During the Detail Design and Construction Stage, the OE shall submit the following documents to the Client:

- i. Monthly progress reports
- ii. Technical status reports on design and construction matters
- iii. Any other report as per the scope.

3.3 **Removal of Ambiguity and Doubt**

3.3.1 For removal of ambiguity and doubt and to address varying interpretation in the provisions of the Contract, it is clarified as under:

3.3.1.1 In regard to Scope of Services of OE covered in the Contract, additional drawings and designs will be prepared by the OE as needed and cost of the same is included/ deemed included in the Contract Price. The design will take into consideration the location and constraints of the project site. For removal of doubt, it is clarified that the additional drawings and designs specified in the Contract and referred above, shall be construed to mean and include any such additional drawings and designs as may be reasonably required in the spirit of the equity and fairness between the parties under the Contract and good engineering practices, for successful completion and commercial operationalization of the Project.

3.3.1.2 Excluding the additional drawings and designs as per Clause 3.3.1.1 above, other additional drawings and designs for the project including those necessitated due to occurrence of or impacted by Force Majeure conditions, if required, and such deliverables and/or activities as may be so provided in the Contract specifically, shall be considered as “**Extra Services**” for which reasonable price/ cost/ fee, over and above the Contract Price, shall be payable to the OE by the Client, as may be mutually agreed between the Parties.

III. Appendix 3: Terms and Procedure of Payment

1. Payments will be made in Indian Rupee (INR/ Rs.) as incorporated in the Contract.
2. All payments shall be made through Bank Transfer/ Cheque/ RTGS within 30 days after submission of the requisite documents as specified, subject to acceptance thereof by the Client. Date of transfer of funds in **Owner's Engineer (OE)**'s account shall be considered date of release of payment to the OE.
3. The total payments under this Contract shall not exceed the Contract price set forth in **Article 4 of the Form of Contract Agreement**. The cost and expenses of OE for a total of **150 man-days** are included in the Contract Price for the services specifically identified under the scope of man-days, or any other matter as the Client may require. However, as provided in Appendix 2, the **reimbursable expenses** viz. the travel, lodging and boarding expenses for all visits undertaken by Owner's Engineer's/ OE's personnel/ engineer and staff, outside OE's offices and Delhi/ NCR, shall be borne by the Client and reimbursed to the OE at actual on production of reasonable receipt/ certificate.
4. All payments to OE will be subject to deduction of Income Tax, as applicable. Corporate Income Tax shall be Owner's Engineer's / OE's liability. All the documents that will be required by the Client in such respects will be provided by OE to the Client. OE will be responsible for assessment of Owner's Engineer's / OE's income as per applicable Income Tax laws in India. The Client will not accept any liability on account of additional tax/ penalty/ interest burden etc. due to Owner's Engineer's/ OE's failure in submission of the relevant documents for assessment of Owner's Engineer's/ OE's taxable income by the Indian Income Tax authorities.

The OE/ Experts are responsible for meeting any and all tax liabilities arising out of the Contract. As an exception to the same, GST applicable on the transaction between the Client and the OE is reimbursable/ payable to the OE by the Client.

5. The payments under the Contract shall be made in lump-sum installments, and according to the payment schedule stated/ specified subsequently hereunder:

5.1. The Lump-Sum Initial Payment:

- 5.1.1. The Client shall pay the OE the Lump-Sum Initial payment of **5% of the Contract Price** i.e. the first of the lump-sum installment payment on signing of the Contract Agreement and Commencement of work by the OE to the satisfaction of the Client.

5.2. The Lump-Sum Installment Payments:

- 5.2.1. **Lumpsum Progressive Payments:** The Client shall pay the OE, **Lump-Sum Installment Progressive Payments aggregating to 45% of the Contract Price at the end of every quarter of the Year (i.e. in March, June, September and December)** on receipt of:

- i. the technical deliverables by the Client and/ or completion of the engineering activities by OE **indicated in the Table (Progressive Payment) herein below**, as may have been received / completed during that quarter, and
- ii. the submission of the cover invoice for the same by the OE to the Client.

The payment, however, can be withheld if the Client does not approve the submitted deliverable(s) and/ or completion of the activity(ies), as satisfactory, in which case the Client shall provide comments to the OE within fifteen (15) days. The OE shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

Table (Progressive Payment)

Sl. No.	Description of Engineering Activities/ Deliverables	% of total Contract Price	Stages of issue of drawings
1.	Release of construction drawings for construction adits.	2	Single Stage
2.	Release of construction drawings for river diversion works and trench weir.	2	Two Stages comprising of excavation and concreting
3.	Release of construction drawings for intake structure.	1	Two Stages
4.	Release of construction drawings for feeder tunnel.	1	Two Stages
5.	Release of construction drawings for desilting basin and SFT.	2	Two Stages
6.	Release of construction drawings for HRT.	5	Two Stages
7.	Release of construction drawings of Surge Shaft.	5	Two Stages
8.	Release of construction drawings of penstock	1	Single Stage
9.	Release of construction drawings of pressure shaft	3	Two Stages
10.	Release of construction drawings of power house.		
10.1	Powerhouse excavation drawings.	5	Two Stages
10.2	TG floor drawings	3	Single Stage
10.3	Service Bay/ Control room floor drawings	3	Single Stage
10.4	Roof truss and other drawings	2.5	Single Stage
11.	Release of construction drawings for switchyard.	1	Single Stage
12.	Release of construction drawings for tail race channel.	1	Two Stages
13.	Approval of vendor drawings of penstock.	1	Single Stage
14.	Release of drawings of hydro-mechanical equipment	2.5	Single Stage
15.	Approval of vendor drawings of hydro-mechanical equipment	2	Single Stage
16.	Approval of vendor drawings of electro-mechanical equipment	2	Single Stage
Total		45	

Notes:

- a) Issue of drawings in single stage means that the complete set of drawings for the components will be issued all together.

- b) Issue of drawings in two stages means all excavation related drawings will be issued all together followed by the concreting/ lining drawings in the second stage. 50% of the stipulated payment will be considered for each stage of the issue of drawings.
- c) The percentage payment as stipulated against each milestone shall become due on issue of the complete set of good for construction drawings for the respective components for each stage.
- d) It is expected that the deliverable/ activities indicated in the **Table (Progressive Payment)** given above will be submitted/ completed by the OE within a period of about one year reckoned from the Effective Date as defined in Article 5 of the Form of Agreement

5.2.2. Lumpsum Quarterly Payments: The Client shall pay the OE **Lump-Sum Installment Quarterly Payments of 5% of the Contract Price per quarter, aggregating to 40% of the Contract Price, at the end of every quarter of the Year (i.e. in March, June, September and December) beginning the quarter falling immediately after a period of one year reckoned from the Effective Date as defined in Article 5 of the Form of Agreement,** on submission of the cover invoice by the OE to the Client, and subject to the following:

- i. Satisfactory performance of its obligations by the OE and satisfactory progress regarding its submission of the deliverable(s) and completion by it of the activity(ies) as per Table (Progressive Payment), including revisions/ additions/ supplements thereto and the related drawings/ documents as may be required by the Client, to the satisfaction of the Client. The Client, if not satisfied, shall provide comments to the OE within fifteen (15) days. The OE shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated;
- ii. Submission of all As Built Drawings complete in all respect to the satisfaction of the Client (this is applicable only for release of the due installment payment for the last quarter i.e., the 8th quarter).

5.3. The Final Payment:

5.3.1. The Client shall pay the OE the final payment i.e. the last of the lump-sum installment payment **in stages, aggregating to 10% of the Contract Price**, as indicated below:

- i. 4 % payment shall be made on commissioning of 1st unit.
- ii. 3 % payment shall be made on commissioning of 2nd unit.
- iii. 3 % payment shall be made on commissioning of all units

5.3.2. The payment shall be made for each of the installments as per 5.3.1 i, ii and iii above, on submission of the cover invoice and certification of commissioning issued by the Client. In addition, the release of payment for 5.3.1 iii above shall be made only after all its obligations under the Contract have been completed by the OE.

5.3.3. The Services under the Contract shall then be deemed completed and finally accepted by the Client. The last lump-sum installment, as per 5.3.1 iii above, shall be approved for payment by the Client within sixty (60) days after receipt of the final report by the Client unless the Client, within such sixty (60) day period, gives written notice to the OE specifying in detail deficiencies in the Services, the final report. The OE shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

- 6. In case the project work or implementation thereof is stopped or comes to standstill due to Force Majure or any other event/ reason whatsoever, release of any payment becoming due thereafter as per clause 5 above, shall be discontinued by the Client forthwith, and shall be resumed only when the project work or implementation thereof is resumed. Further, in such case, the period of stoppage shall also be considered in addition to one year period for release of Lumpsum Quarterly Payments.

7. All **Services under the scope of man-days, Time – Based services and Extra Services** shall be paid progressively on quarter-to-quarter basis, simultaneous with payments as per clause 5 above, based on the resources deployed and Services performed/ delivered/ carried out.
8. Benefit sharing as part of value engineering shall be determined and paid after commissioning of the project.
9. If the services under the scope extends beyond 36 months for reasons not attributable to OE, the additional compensation for such extended period shall be mutually agreed.

IV. Appendix 4: Notification of Award

Ref no.: Contract No. LOI

Dated :

To,
M/s
.....
.....

Kind attention:

Subject: **Notification of Award for:**

“Detailed Design and Engineering Services for Keyi Hydropower Project (23 MW) in Arunachal Pradesh - Engagement of Owner's Engineer”

Reference(s):

- (i) Our Request for Proposal ref No... dtd, along with the Request for Proposal (RFP) Document issued to you vide our reference no..... dtd..... for: “Engagement of Owner's Engineer for Detailed Design and Engineering Services for Keyi Hydropower Project (23 MW) in Arunachal Pradesh”.
- (ii) Your Proposal Ref No..... dated in response to (i) above.
- (iii) Subsequent discussions held with you in connection with your Proposal.

Dear Sir,

1. We, DD Hydropower & Developers Pvt. Ltd., Arunachal Pradesh (hereinafter referred to as “**DD Hydro**”/ “**Client**”), had issued to you the Request to Proposal and the RFP Document referred above, for “Engagement of Owner's Engineer for Detailed Design and Engineering Services for Keyi Hydropower Project (23 MW) in Arunachal Pradesh”.
2. In response to the RFP and RFP Document, you, M/s (hereinafter referred to as / “**Owner's Engineer**”/ “**OE**”), having examined and duly considering the same and the status of Keyi Hydropower Project (23 MW) in Arunachal Pradesh (the Project) and prevailing conditions at Project site, submitted your Proposal vide reference no..... dtd..... for “Detailed Design and Engineering Services for Keyi Hydropower Project (23 MW) in Arunachal Pradesh (the Services)” and your engagement as Owner's Engineer/ OE. Further, subsequent discussions/ negotiations were held by you in connection with your Proposal.
3. On conclusion of these discussions/ negotiations, you have submitted a letter reference dated
4. We are pleased to inform you that, based on the above, we have decided to accept your Proposal referred to in para 2 above, read in conjunction with your letter referred in para 3 above, and award on you the Contract for the Services and engage you as Owner's Engineer.
5. The estimated lumpsum cost of Services to be rendered / provided by you as the Owner's Engineer/ OE, is Rupees..... (Contract Price). GST thereon shall be payable/ reimbursable to you at actuals by the Client separately.

6. As per Clause ITC 30 of the Instructions to Consultants (ITC) forming part of the RFP Document, you are requested to sign the Contract within fourteen (14) Business Days from the date of receipt of this notification. This Notification of Award shall constitute the acceptance of the Consultant's Proposal read in conjunction with Contract discussions, if any, and consequent formation of the binding Contract until signing of the Contract Agreement. The Contract shall come into force and effect on the date of this Notification of Award (the "Effective Date").
7. You are also requested to commence rendering/ providing the Services immediately after receipt of this Notification of Award.
8. Subject to para 6 above, the Contract shall remain in force for 36 months after the Effective Date unless terminated earlier or extended further as per the provisions thereof.
9. This Letter of Intent is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page as a token of your acknowledgement.
10. Please take further necessary action to begin carrying out the Services and for signing the Contract Agreement.

Thanking you,

Yours faithfully,

For Virtuaal Pareng Hydro Private Limited

Authorized Signatory

V. **Appendix 5: Standards of Conduct, Anti-bribery and Fraud**

1. REQUIRED STANDARDS OF CONDUCT

- (a) The Consultant acknowledges that it has read and understood:
- (i) the InfraCo Asia (“**InfraCo**”) code of conduct (as displayed within www.infracoasia.com) (as may be amended from time to time) (the “**InfraCo Code**”); and
 - (ii) the codes and policies of the PIDG (as displayed within www.pidg.org) (as may be amended from time to time),

and in connection with the Contract, its performance and conduct of the Services, any Exceptional Services, the Project and any other business transactions or dealings involving InfraCo and its affiliates, agrees to comply with the principles, standards of behaviour and ethics contained in the InfraCo Code and the codes and policies of the PIDG.

- (b) The Consultant acknowledges and agrees that it shall procure on behalf of itself and its personnel, sub-consultants and sub-contractors that its conduct of the Contract, and all of the Consultant’s undertakings, transactions and dealings in connection with the Services, any Exceptional Services, the Project or with InfraCo under this Contract shall at a minimum be compliant with and undertaken in accordance with the following:
- (i) the InfraCo Code and with the codes, policies and procedures of InfraCo;
 - (ii) the codes and policies of the PIDG;
 - (iii) the International Finance Corporation (IFC) Performance Standards on Environmental and Social Sustainability 2012 (including the related IFC Environmental, Health and Safety (EHS) General Guidelines and any other relevant IFC sector-specific guidelines) and any such updates to the same by IFC (together known as the “IFC Performance Standards”);
 - (iv) all Applicable Laws; and
 - (v) best practice with regard to planning, design, engineering, construction, operation, environmental and social impact assessment and management, and occupational and community health and safety management.
- (c) The Consultant shall not (and shall procure that its personnel, sub-consultants and sub-contractors shall not):
- (i) offer, promise, give or authorise the giving of any Bribe, rebate, payoff, influence payment, kickback or other unlawful payment including facilitation payments, to any Public Official in order to obtain or retain business, gain any unfair advantage or influence any act or decision of a Public Official;
 - (ii) partake in any Sanctionable Practices, corrupt, obstructive, collusive or coercive practices, the financing of terrorism or make prohibited payments, or deal with funds of illicit origin;
 - (iii) breach any Applicable Laws; or
 - (iv) partake in any activity whatsoever where such activity could reasonably be expected to cause InfraCo or any of its affiliates to partake in any Sanctionable Practice or violate or to be in breach of any Applicable Laws or any of the codes, policies or procedures of InfraCo or the PIDG,

(paragraphs 1(a), 1(b) and 1(c) being the “**InfraCo Standards**”).

2. UNDERTAKINGS, REPRESENTATIONS AND WARRANTIES

- (a) The Consultant acknowledges and agrees that the Client shall have the right to terminate or suspend its involvement, undertakings and/or dealings in connection with the Consultant without liability and with immediate effect where the Client reasonably believes that any non-compliance or infringement of any of the InfraCo Standards has occurred.
- (b) The Consultant shall provide the Client with such further assurances or certificates that the Client may request from time to time, including to certify to the Client, in writing, signed by a duly appointed and authorized officer of the Consultant, that the Consultant and its personnel, sub-consultants and sub-contractors and any persons acting for or on behalf of the Consultant in connection with the Contract have at all times during the relevant preceding period complied with the InfraCo Standards. The Consultant shall provide such supporting evidence of compliance as the Client may reasonably request.
- (c) The Consultant acknowledges and agrees that the Client (itself or through its representatives) may inspect the conduct and performance of the Services and any Exceptional Services and review and make copies of all relevant books, records and accounts of the Consultant in connection with the Contract, and continue to monitor and conduct background checks on the Consultant, its associates and/or affiliates for the purposes of monitoring compliance with the InfraCo Standards. The Consultant shall provide the Client with unobstructed access to all relevant sites, books, records and accounts for such purpose.
- (d) The Consultant represents, warrants and undertakes that:
 - (i) it shall do everything within its power to ensure that the Services and any Exceptional Services are conducted and implemented in accordance with the InfraCo Standards;
 - (ii) that it is aware of and has considered the Client's policy of zero tolerance towards bribery and corruption in agreeing to enter into the Contract and undertake the Services and any Exceptional Services, and that it is aware of and has considered that the Client is subject to the InfraCo Standards prohibiting improper payments and bribes to private sector persons and to Public Officials, and that neither the Consultant, nor any persons acting for or on behalf of it in connection with this Contract, has taken, or will take any action or engage in any activity which would lead to the Client being in violation of the InfraCo Standards;
 - (iii) it does not engage in Bribery, does not direct, authorise or knowingly permit any person who acts on its behalf or provides services to it, to engage in Bribery and that it will not, during the term of this Contract, or, if different, during the period of time from the date on which this Contract is signed until this Contract expires, engage in, or direct, authorise, or knowingly permit a person acting on its behalf or providing services to it, to engage in Bribery;
 - (iv) it has not:
 - been convicted of any offence under an Applicable Law, including in relation to bribery, corruption or money laundering; or
 - been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence involving bribery, corruption or money laundering or for breach of any Applicable Law;
 - (v) it agrees to indemnify the Client against any and all losses and damages resulting from or due to:
 - any Bribery or breach of an Applicable Law by it or its directors or officers made in connection with the Contract or the Services and any Exceptional Services;
 - where any of the InfraCo Standards are breached or violated due to the Consultant's actions or omissions;

- (vi) it shall ensure compliance with the InfraCo Standards by it and its personnel, sub-consultants and sub-contractors and any persons acting for or on behalf of the Consultant in connection with the Contract;
- (vii) it does not, and will not, make any political donations for the benefit of, or on behalf of the Client, or in relation to the Contract;
- (viii) neither it or any of its shareholders, beneficial owners or affiliates are designated as a Restricted Party;
- (ix) it will not delegate the performance of services under the Contract or otherwise engage any sub-consultant, sub-contractor or agent in relation to the Services or any Exceptional Services without the prior written approval of the Client in accordance with Sub-Clause 1.7 of the General Conditions [*Assignments and Sub-Contracts*], and will ensure that any such sub-contracting arrangement is set out in a written agreement which incorporates all material terms of this Contract regarding conduct, compliance, confidentiality and representations and warranties, and that the Client shall be a third party beneficiary of, and entitled to enforce, such provisions; and
- (x) any material breach or violation of any of these representations and warranties will entitle the Client with no liability to terminate or suspend all dealings and arrangements with the Consultant with immediate effect.

3. DEFINED TERMS

The terms as used in this Appendix 5 shall have the means ascribed below:

- (a) “**Bribe**” or “**Bribery**” is where:
 - (i) a person:
 - provides a benefit to another person; or
 - causes a benefit to be provided to another person; or
 - offers to provide, or promises to provide, a benefit to another person; or
 - causes an offer of the provision of a benefit, or a promise of the provision of a benefit, to be made to another person; and
 - (ii) the benefit is not legitimately due to the other person; and
 - (iii) the first-mentioned person does so with the intention of influencing a Public Official (who may be the other person) in the exercise of the Public Official's duties as a Public Official in order to:
 - obtain or retain business; or
 - obtain or retain a business advantage that is not legitimately due to the recipient or intended recipient of the business advantage (who may be the first-mentioned person).
- (b) “**Public Official**” means any individual who holds a legislative, administrative or judicial position of any kind (whether appointed or elected) of a country or territory, or subdivision thereof, exercises a public function for a country or territory, or subdivision thereof, or for any public agency or public enterprise of any country or territory, or subdivision thereof, or is an official or agent of a public international organisation.
- (c) “**Restricted Party**” means any person who is identified from time to time by any government or legal authority under applicable trade sanctions, export controls, anti-money laundering, non-proliferation, anti-terrorism and similar laws as a person with whom trade or financial dealings and transactions by InfraCo, PIDG (including its members or donors), and/or any of their affiliates are prohibited or restricted.

- (d) **“Sanctionable Practice”** means any of the following:
- (i) offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) any arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) impairing or harming, or threatening to impair or harm, directly or indirectly, any part of the property of a party to influence improperly the actions of the party;
 - (v) engaging in any activity, or entering into any transaction, either principally or through some other person, or being involved with any person (i) in breach of any Applicable Law,
 - (ii) prohibited by any resolution issued by the United Nations Security Council or UN Charter;
 - (iii) sanctioned or prohibited by any of the United Nations (including in relation to the United Nations Security Council or UN Charter), the European Union, World Bank or a member of the PIDG, (iv) on the World Bank Listing of Ineligible Firms from time to time, or (v) convicted, indicted, or subjected to any similar criminal sanction for engaging in money laundering or financing of terrorism;
 - (vi) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statement to investigators in order to materially impede any investigation or enquiry by or on behalf of InfraCo or its affiliates or the PIDG, or their duly appointed representatives, advisors or constituted members 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
 - (vii) actions or inactions intended to impede the exercise of any rights of audit and access to information of InfraCo or its affiliates or the PIDG, or their duly appointed representatives, advisors or constituted members.
 - (viii) it shall ensure compliance with the InfraCo Standards by it and its personnel, sub-consultants and sub-contractors and any persons acting for or on behalf of the Consultant in connection with the Contract;
 - (ix) it does not, and will not, make any political donations for the benefit of, or on behalf of the Client, or in relation to the Contract;
 - (x) neither it or any of its shareholders, beneficial owners or affiliates are designated as a Restricted Party;
 - (xi) it will not delegate the performance of services under the Contract or otherwise engage any sub-consultant, sub-contractor or agent in relation to the Services or any Exceptional Services without the prior written approval of the Client in accordance with Sub-Clause 1.7 of the General Conditions [*Assignments and Sub-Contracts*], and will ensure that any such sub-contracting arrangement is set out in a written agreement which incorporates all material terms of this Contract regarding conduct, compliance, confidentiality and representations and warranties, and that the Client shall be a third party beneficiary of, and entitled to enforce, such provisions; and
 - (xii) any material breach or violation of any of these representations and warranties will entitle the Client with no liability to terminate or suspend all dealings and arrangements with the Consultant with immediate effect.

4. DEFINED TERMS

The terms as used in this Appendix 5 shall have the means ascribed below:

- (a) **“Bribe” or “Bribery”** is where:
- (i) a person:
 - provides a benefit to another person; or
 - causes a benefit to be provided to another person; or
 - offers to provide, or promises to provide, a benefit to another person; or
 - causes an offer of the provision of a benefit, or a promise of the provision of a benefit, to be made to another person; and
 - (ii) the benefit is not legitimately due to the other person; and
 - (iii) the first-mentioned person does so with the intention of influencing a Public Official (who may be the other person) in the exercise of the Public Official's duties as a Public Official in order to:
 - obtain or retain business; or
 - obtain or retain a business advantage that is not legitimately due to the recipient or intended recipient of the business advantage (who may be the first-mentioned person).
- (b) **“Public Official”** means any individual who holds a legislative, administrative or judicial position of any kind (whether appointed or elected) of a country or territory, or subdivision thereof, exercises a public function for a country or territory, or subdivision thereof, or for any public agency or public enterprise of any country or territory, or subdivision thereof, or is an official or agent of a public international organisation.
- (c) **“Restricted Party”** means any person who is identified from time to time by any government or legal authority under applicable trade sanctions, export controls, anti-money laundering, non-proliferation, anti-terrorism and similar laws as a person with whom trade or financial dealings and transactions by InfraCo, PIDG (including its members or donors), and/or any of their affiliates are prohibited or restricted.
- (d) **“Sanctionable Practice”** means any of the following:
- (i) offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) any arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) impairing or harming, or threatening to impair or harm, directly or indirectly, any part of the property of a party to influence improperly the actions of the party;
 - (v) engaging in any activity, or entering into any transaction, either principally or through some other person, or being involved with any person (i) in breach of any Applicable Law,
 - (vi) prohibited by any resolution issued by the United Nations Security Council or UN Charter;
 - (vii) sanctioned or prohibited by any of the United Nations (including in relation to the United Nations Security Council or UN Charter), the European Union, World Bank or a member of the PIDG, (iv) on the World Bank Listing of Ineligible Firms from time to time, or
 - (viii) convicted, indicted, or subjected to any similar criminal sanction for engaging in money laundering or financing of terrorism;
 - (ix) deliberately destroying, falsifying, altering or concealing of evidence material to the

investigation or making false statement to investigators in order to materially impede any investigation or enquiry by or on behalf of InfraCo or its affiliates or the PIDG, or their duly appointed representatives, advisors or constituted members 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

- (x) actions or inactions intended to impede the exercise of any rights of audit and access to information of InfraCo or its affiliates or the PIDG, or their duly appointed representatives, advisors or constituted members.
-

VI. Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

- 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in India and in the State of Arunachal Pradesh, as they may be issued and in force from time to time.
 - (b) **“Client”** means the implementing agency that signs the Contract for the Services with the Selected Owner's Engineer/ OE.
 - (c) **“Client's Personnel”** refers to the staff, labour and other employees (if any) of the Client engaged in fulfilling the Client's obligations under the Contract and any other personnel identified as Client's Personnel, by a notice from the Client to the Owner's Engineer/ OE.
 - (d) **“Owner's Engineer/ OE”** means a legally established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
 - (e) **“Contract”** means the legally binding written agreement signed between the Client and the Owner's Engineer/ OE and which includes all appendices, annexures, attachments, and enclosures thereto listed in its paragraph 1 of the Form of Contract Agreement.
 - (f) **“Day”** means a working day unless indicated otherwise.
 - (g) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to paragraph 5 of the Form of Contract Agreement.
 - (h) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Owner's Engineer/ OE, to perform the Services or any part thereof under the Contract.
 - (i) **“CoC”** means these Conditions of Contract.
 - (j) **“Government”** means the government of the India and the Government of Arunachal Pradesh, as may be applicable.
 - (k) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract.
 - (l) **“Local Currency”** means the Indian Rupees/ INR
 - (m) **“Non-Key Expert(s)”** means an individual professional provided by the Owner's Engineer/ OE to perform the Services or any part thereof under the Contract.
 - (n) **“Party”** means the Client or the Owner's Engineer/ OE, as the case may be, and “Parties” means both of them.
 - (o) **“Sexual Exploitation and Abuse” “(SEA)”** means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to,

profiting monetarily, socially or politically from the sexual exploitation of another;

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

- (p) **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, or Client's Personnel
- (q) **“Services”** means the work to be performed by the Owner's Engineer/ OE pursuant to this Contract, as described in **Appendix (Scope of Services)** of the Form of Contract.
- (r) **“Third Party”** means any person or entity other than the Government, the Client, the Owner's Engineer/ OE or a Sub-Owner's Engineer/ OE.

- 2. **Relationship between the Parties** 2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Owner's Engineer/ OE. The Owner's Engineer/ OE, subject to this Contract, has complete charge of the Experts performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 3. **Law Governing Contract** 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4. **Language** 4.1. This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 5. **Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. **Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause CoC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address notified by the Client.
6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the specified address.
- 7. **Fraud and Corruption** 7.1. The Client requires compliance with the Anti-Corruption Guidelines/ Laws in force of the relevant Government/ its instrumentalities.
7.2. The Client expects Bidders, Suppliers, Owner's Engineer/ OE, agents, consultants, sub-consultants, service providers, sub-suppliers, manufacturers (including their respective officers, directors, employees and personnel) to observe the highest standard of ethics during the procurement and execution of such contracts.

For the purposes of this provision, the terms set forth below shall mean as follows:

- i. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- ii. “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- iii. “coercive practice” means 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;
- iv. “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- v. “abuse” means theft, waste, or improper use of assets related to Client-related activities, either committed intentionally or through reckless disregard;
- vi. “conflict of interest” means any situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

7.3. The Client may declare ineligible, either indefinitely or for a stated period of time, a firm to participate in any procurement by the Client, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices or other integrity violations.

7.4. The Consultant shall be responsible for the consequences of any contravention of any of the provisions of **Appendix (Standards of Conduct, Anti-bribery and Fraud)** of Contract Agreement by the Consultant, the Consultant's personnel, or the personnel of any of its sub-consultants or sub-contractors.

B. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT

8. Effectiveness of Contract

8.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Notification of Award attached with the Form of Contract Agreement and subject to signing of the Contract by the Parties.

8.2. The Owner’s Engineer/ OE is deemed to have commenced rendering/ providing the Services on

- 9. Expiration of Contract** 9.1. Unless terminated earlier pursuant to Clause CoC 14 hereof, this Contract shall expire at the end of Thirty-six (36) months reckoned from the Effective Date, as may be extended from time to time.
- 10. Entire Agreement** 10.1. This Contract contains all covenants, stipulations, and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 11. Modifications or Variations** 11.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 12. Force Majeure**
- a. Definition** 12.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 12.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.
- 12.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- b. No Breach of Contract** 12.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- c. Measures to be Taken** 12.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 12.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- 12.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 12.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Owner's Engineer/ OE, upon instructions by the Client, shall either:
- (a) demobilize, in which case the Owner's Engineer/ OE shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
 - (b) continue with the Services to the extent reasonably possible, in which case the Owner's Engineer/ OE shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- 12.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to **Clauses CoC 35 & 36.**

13. Suspension

- 13.1. The Client may, by written notice of suspension to the Owner's Engineer/ OE, suspend part or all payments to the Owner's Engineer/ OE hereunder if the Owner's Engineer/ OE fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Owner's Engineer/ OE to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Owner's Engineer/ OE of such notice of suspension.

14. Termination

a. By the Client

- 14.1. This Contract may be terminated by as per provisions set up below:
- 14.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Owner's Engineer/ OE in case of the events referred to in (a) through (e) :
- (a) If the Owner's Engineer/ OE fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to **Clause CoC 13**;
 - (b) If the Owner's Engineer/ OE becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
 - (c) If the Owner's Engineer/ OE fails to comply with any final decision reached as a result of arbitration proceedings pursuant to **Clause CoC 36**;
 - (d) If, as the result of Force Majeure, the Owner's Engineer/ OE is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days; and

- (e) If the Client, in its sole discretion and for any reason whatsoever including Client's convenience, decides to terminate this Contract.
 - 14.1.2. Furthermore, if the Client determines that the Owner's Engineer/ OE has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Owner's Engineer/ OE, terminate the Owner's Engineer/ OE's employment under the Contract.
- b. Cessation of Rights and Obligations**
 - 14.1.3. Upon termination of this Contract pursuant to Clause **CoC 14** hereof, or upon expiration of this Contract pursuant to Clause **CoC 9**, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause **CoC 17**, (iii) any right which a Party may have under the Applicable Law.
- c. Cessation of Services**
 - 14.1.4. Upon termination of this Contract by notice the other pursuant to **Clause CoC 14 a**, the Owner's Engineer/ OE shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner.
- d. Payment upon Termination**
 - 14.1.5. Upon termination of this Contract, the Client shall make the following payments to the Owner's Engineer/ OE:
 - (a) payment for Services satisfactorily performed prior to the effective date of termination.

C. OBLIGATIONS OF THE OWNER'S ENGINEER/ OE

15. General

- a. Standard of Performance**
 - 15.1. The Owner's Engineer/ OE shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Owner's Engineer/ OE shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.
 - 15.2. The Owner's Engineer/ OE shall employ and provide such qualified and experienced Experts and Sub-Owner's Engineer/ OEs as are required to carry out the Services.
 - 15.3. The Owner's Engineer/ OE may subcontract part of the Services to an extent and with such Key Experts and Sub-Owner's Engineer/ OEs as may be approved in advance by the Client. Notwithstanding such approval, the Owner's Engineer/ OE shall retain full responsibility for the Services.
- b. Law Applicable to Services**
 - 15.4. The Owner's Engineer/ OE shall perform the Services in accordance with the Contract and the Applicable Law and shall

take all practicable steps to ensure that any of its Experts, comply with the Applicable Law.

15.5. Throughout the execution of the Contract, the Owner's Engineer/ OE shall comply with the import of goods and services prohibitions in India when as a matter of law or official regulations, India prohibits commercial relations with that country.

16. Conflict of Interest

16.1. The Owner's Engineer/ OE shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

a. Owner's Engineer/ OE and Affiliates Not to Engage in Certain Activities

16.1.1. The Owner's Engineer/ OE agrees that, during the term of this Contract and after its termination, the Owner's Engineer/ OE and any entity affiliated with the Owner's Engineer/ OE, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Owner's Engineer/ OE's Services for the preparation or implementation of the project.

b. Prohibition of Conflicting Activities

16.1.2. The Owner's Engineer/ OE shall not engage, and shall cause its Experts not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

c. Strict Duty to Disclose Conflicting Activities

16.1.3. The Owner's Engineer/ OE has an obligation and shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Owner's Engineer/ OE or the termination of its Contract.

17. Confidentiality

17.1. Except with the prior written consent of the Client, the Owner's Engineer/ OE and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Owner's Engineer/ OE and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

18. Liability of the Owner's Engineer/ OE

18.1. Owner's Engineer/ OE's liability under this Contract shall be provided by the Applicable Law.

19. Insurance to be taken out by the Owner's Engineer/ OE

19.1. The Owner's Engineer/ OE (i) shall take out and maintain at its own cost on terms and conditions considered appropriate by the OE, insurance against the risks, and for the coverage specified below:

(a) Professional liability insurance, with a minimum coverage of equal to the Contract Price.

(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in by the Owner's Engineer/ OE or its Experts at Site, with a minimum coverage as per the latest Amended Motor Vehicles Act, India;

- (c) Third Party liability insurance, with a minimum coverage in accordance with the Applicable Law;
 - (d) Client's liability and workers' compensation insurance in respect of the experts and Sub-Owner's Engineer/ OEs in accordance with the relevant provisions of the applicable law, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and
- 19.2. At the Client's request, the Owner's Engineer/ OE shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Owner's Engineer/ OE shall ensure that such insurance is in place when required.
- 20. Proprietary Rights of the Client in Reports and Records**
- 20.1. All reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Owner's Engineer/ OE for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Owner's Engineer/ OE shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Owner's Engineer/ OE may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.
- 21. Equipment, Vehicles and Materials**
- 21.1. Equipment, vehicles, and materials made available to the Owner's Engineer/ OE shall be the property of the Client and shall be marked accordingly.
- 22. Forced Labor**
- 22.1. The Owner's Engineer/ OE shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor, or similar labor-contracting arrangements.
- No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.
- 23. Child Labor**
- 23.1. The Owner's Engineer/ OE, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).
- The Owner's Engineer/ OE shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Owner's Engineer/ OE shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Owner's Engineer/ OE with the Client's consent. The Owner's Engineer/ OE shall be subject to regular monitoring by the Client that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the Client.

24. Non-Discrimination and Equal Opportunity

- 24.1. The Owner's Engineer/ OE shall not make decisions relating to the employment or treatment of Experts on the basis of personal characteristics unrelated to inherent job requirements. The Owner's Engineer/ OE shall base the employment of Experts on the principle of equal opportunity and fair treatment and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Owner's Engineer/ OE shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause **CoC 23**).

25. Sensitization of Experts

- 25.1. The Owner's Engineer/ OE shall provide appropriate sensitization to the Experts on social aspects of the Contract, including on prohibition of SEA and SH.

D. OBLIGATIONS OF THE CLIENT

26. Access to Project Site

- 26.1. The Client warrants that the Owner's Engineer/ OE shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Owner's

Engineer/ OE and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Owner's Engineer/ OE or the Experts.

- 27. Change in the Applicable Law Related to Taxes and Duties**
- 27.1. If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Owner's Engineer/ OE in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Owner's Engineer/ OE under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in **paragraph 4 of Form of Contract**.
- 28. Services, Facilities and Property of the Client**
- 28.1. The Client shall make available to the Owner's Engineer/ OE and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in **Appendix (Project Information and Background)**.
- 29. Payment Obligation**
- 29.1. In consideration of the Services performed by the Owner's Engineer/ OE under this Contract, the Client shall make such payments to the Owner's Engineer/ OE for the deliverables specified in **Appendix A** and in such manner as is provided by **CoC E** below.

E. PAYMENTS TO THE OWNER'S ENGINEER/ OE

- 30. Contract Price**
- 30.1. The Contract price is fixed and is set forth in the **paragraph 4 of Form of Contract**.
- 30.2. Any change to the Contract price specified in the above Clause can be made only if the Parties have agreed to the revised scope of Services and have amended in writing the Scope of Services mentioned in **Appendix (Scope of Services)** to the Form of Contract.
- 31. Taxes and Duties**
- 31.1. The Owner's Engineer/ OE/ Experts are responsible for meeting any and all tax liabilities arising out of the Contract. As an exception to the same, GST applicable on the transaction between the Client and the Owner's Engineer/ OE is reimbursable/ payable to the Owner's Engineer/ OE by the Client.
- 32. Currency of Payment**
- 32.1. Any payment under this Contract shall be made in Indian Rupees.
- 33. Terms and Procedure of Payment**
- 33.1. The terms and procedure of payment shall be as specified in **Appendix (Terms and Procedure of Payment)**.

F. FAIRNESS AND GOOD FAITH

- 34. Good Faith**
- 34.1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

G. SETTLEMENT OF DISPUTES

- 35. Amicable Settlement**
- 35.1. The Parties shall seek to resolve any dispute amicably by mutual consultation.
- 35.2. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause **CoC 36** shall apply.
- 36. Dispute Resolution**
- 36.1. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified herein below.
- 36.2. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:
- a. Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to *an appropriate professional body, e.g., Indian Council of Arbitration/ President of the Institution of Engineers (India)/ The International Centre for Alternative Disputes Resolution (India)* for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, *the same professional body as above* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
- b. Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Owner's Engineer/ OE shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *an appropriate appointing authority, e.g., Indian Council of Arbitration/ President of the Institution of Engineers (India)/ The International Centre for Alternative Disputes Resolution (India)*.
- c. If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *same appointing authority* to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

- 36.3. Rules of Procedure. Arbitration proceedings shall be conducted in accordance with the procedure of the Arbitration & Conciliation Act 1996, of India.
- 36.4. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.
- 36.5. Miscellaneous. In any arbitration proceeding hereunder:
 - a. proceedings shall, unless otherwise agreed by the Parties, be held in New Delhi which shall be seat and venue of arbitration and the expenses shall be shared equally by the Parties (however in case of panel of arbitrators the expenses of the arbitrator chosen by respective parties shall be borne by the party concerned) ;
 - b. the English language shall be the official language for all purposes;
 - c. the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
 - d. the Arbitrator should give final award within 120 days of starting of the proceedings.
 - e. performance under the contract shall continue during the arbitration proceedings and payments due to the Owner's Engineer/ OE by the Client shall not be withheld unless they are the subject matter of the arbitration proceedings.