

नॉर्थ इंस्टर्न इलेक्ट्रिक पावर कॉरपोरेशन लिमिटेड

(भारत सरकार का उद्यम)

NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

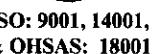
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CONTRACTS & PROCUREMENT

BROOKLAND COMPOUND:: LOWER NEW COLONY

SHILLONG-793 003, MEGHALAYA, INDIA

Ph: 91-364-2225547 :: Fax: 91-364-2222578



ISO: 9001, 14001,
& OHSAS: 18001

No.: NEEPCO/ED/QP/C&P/F/C/DPR/SHEP/451/2013-14/ 1926

Dated: 21/3/14

To,

**M/s. RusHydro International AG & RusHydro International
(India) Private Limited- Consortium,**

C/O: M/s. RusHydro International (India) Pvt. Ltd.,
The Bristol, 145 & 146 Edmonton,
Gurgaon, Haryana-122001
Phone: +91-124-4009071
Fax: +91-124-4002071
E-mail: sanjeev@rushydroindia.in, ZorabyantsRV@rushydro-int.com

Sub.: Detailed Work Order (DWO) for Consultancy work for “Preparation of Detailed Project Report and Related Activities for Siang Upper Hydro Electric Project, Stage-II (3750 MW) Arunachal Pradesh, India”.

Ref.: (i) Your submission of BG Dtd. 11-03-2014 and its Corrigendum Dtd. 12-03-2014 against CPG.
(ii) Your submission of Undertaking Dtd. 14-03-2014 on common office of Consortium.
(iii) Letter No.: NEEPCO/ED/QP/C&P/F/C/DPR/SHEP/451/2013-14/1720 Dtd. 06-03-2014.
(iv) Letter No.: NEEPCO/ED/QP/C&P/F/C/DPR/SHEP/451/2013-14/1688 Dtd. 03-03-2014
forwarding Minutes of Introductory Meeting held on 28-02-2014 at Shillong.
(v) Letter No.: NEEPCO/ED/QP/C&P/F/C/DPR/SHEP/451/2013-14/1669 Dtd. 26/02/2014.
(vi) Your unconditional acceptance to LOI through online and also vide letter No. RH/LOI/13-02-
14/005 Dtd. 14-02-2014 sent through e-mail Dtd. 18-02-2014.
(vii) Letter of Intent (LOI) No.: NEEPCO/ED/QP/C&P/F/C/DPR/SHEP/451/2013-14/1545 Dtd.
13/02/2014.
(viii) Your letter No. NIL Dtd. 27-01-2014.
(ix) Letter No. NEEPCO/ED/QP/C&P/F/C/DPR/SHEP/451/2013-14/1373 dtd. 23-01-2014 forwarding
Minutes of Negotiation Meeting held on 21/01/2014 & 22/01/2014 at O/O the ED(C&P),
NEEPCO Ltd., Shillong and Record notes of Discussion held on 23/01/2014 at the Corporate

0/1

Office NEEPCO, Shillong between NEEPCO and M/s. Rushydro International AG & Rushydro International (India) Private Limited- Consortium.

- (x) Letter No. NEEPCO/ED/QP/C&P/F/C/DPR/SHEP/451/2013-14/1293 dtd. 16-01-2014.
- (xi) Your e-mail dtd. 15-01-2014.
- (xii) Letter No. NEEPCO/ED/QP/C&P/F/C/DPR/SHEP/451/2013-14/1276 dtd. 13-01-2014.
- (xiii) Your online clarifications submitted on 19-11-2013.
- (xiv) Online clarifications sought from you on 15-11-2013.
- (xv) Your online Bid submission, which was opened on 16-09-2013.
- (xvi) Corrigendum-5 dtd. 03-09-2013.
- (xvii) Corrigendum-4 dtd. 30-08-2013.
- (xviii) Corrigendum-3 dated 19-08-2013.
- (xix) Pre-bid discussion meeting held on 12-08-2013 in New Delhi and subsequent clarifications thereon issued on 19-08-2013.
- (xx) Corrigendum-2 dtd. 05-08-2013.
- (xxi) Corrigendum dtd. 25-07-2013.
- (xxii) NIB No. 78 dtd. 16-07-2013.

Dear Sirs,

With reference to above, the North Eastern Electric Power Corporation Limited (NEEPCO) is pleased to place this Detailed Work Order on you for the Consultancy work for “Preparation of Detailed Project Report and Related Activities for Siang Upper Hydro Electric Project, Stage-II (3750 MW) Arunachal Pradesh, India”.

All Terms and Conditions as stipulated in Detailed Bid Document, Corrigenda & Clarifications to bid queries thereof issued from time to time, Negotiation Meeting held on 21/01/2014 & 22/01/2014 at O/O the ED(C&P), NEEPCO Ltd., Shillong and Record notes of Discussion held on 23/01/2014 at the Corporate Office NEEPCO, Shillong, Letter of Intent (LOI), Minutes of Introductory Meeting held on 28-02-2014 at Shillong shall hold good. It may be noted that no deviation from stipulations of Detailed Bid Document including Corrigenda & Clarifications to bid queries thereof has been indicated in Data Sheet-9 of your submitted Bid and you have accepted the additional clauses indicated in Data Sheet-10 of your submitted Bid as Bid stipulations shall prevail. Therefore, any deviation that may be indicated elsewhere in your submitted Bid shall not be accepted and stand withdrawn.

The salient Terms and Conditions are mentioned below for reference:

1. Scope of Work:

The Scope of Work covered under this Consultancy shall be “Preparation of Detailed Project Report including all Geological, Geophysical, Topographical, Hydrological Survey and Investigations, Construction Material Survey and Testing, Compilation of data, Design, Drawing, Construction

Planning, Cost Estimation and Financial Evaluation for Siang Upper Hydro Electric Project, Stage-II (3750 MW), Arunachal Pradesh, India”, the detailed Scope of work of which shall be governed by Terms of Reference (TOR) (Part-V: Detailed Bid Document) and relevant Clauses of Detailed Bid Document and its Corrigenda & Clarifications to bid queries.

Further, as discussed and agreed in Negotiation Meeting held on 21/01/2014 & 22/01/2014 and Record notes of Discussion held on 23/01/2014, the Scope of Consultancy shall also include Seismic Study of the following activities:

“In depth seismotectonic study of the region shall be carried out to locate the main tectonic faults and their degree of activities. The consultant shall determine the seismic parameters for the design of the project structures. The consultant shall carryout comprehensive seismic studies for which available seismic data shall also be collected from different agencies by the consultant. However, necessary assistance through recommendatory letters in obtaining data from govt. Authorities shall be provided by NEEPCO.

The consultant may engage expert agencies like IIT-Roorkee, CWPRS, etc. for preparation of site specific study report for the project. In this regard, CWC’s *“Guidelines for Preparation and Submission of Site specific seismic study report of river valley project To National committee on seismic design parameters-Oct, 2011”* may be followed by the consultant. The consultant shall prepare necessary dossier including main site specific report and other enclosures as per specified proforma of NCSDP and submit the same to NEEPCO for onward submission to NCSDP.

The Consultant shall extend all necessary assistance in presenting the proposal for approval of seismic parameters for the Project in NCSDP meetings.”

2. Contract Price:

The Contract Price for the entire scope of work is Rs. 62,75,00,000.00 (Indian Rupees Sixty Two Crore Seventy five Lakh only), arrived at in terms of Minutes of Negotiation Meeting held on 21/01/2014 & 22/01/2014 and Record notes of Discussion held on 23/01/2014, as per Bill of Quantities enclosed at **Annexure-I**. The Contract Price shall be inclusive of all applicable taxes, duties, levies etc. and Service Tax @ 12.36% and based on the Terms and Conditions of Detailed Bid Document, Corrigenda & Clarifications to bid queries thereof, Negotiation Meeting held on 21/01/2014 & 22/01/2014 and Record notes of Discussion held on 23/01/2014.

3. Time of Completion:

Time allowed for completion of the entire scope of work in all respect shall be 15 (fifteen) months from the date of issue of Letter of Intent (i.e. from 13-02-2014 to 13-05-2015), which shall be the essence of the Contract. Time allowed for completion of each of the activities is indicated in Clause 3.1, Part-V (Terms of Reference) of Detailed Bid Document and its Corrigenda & Clarifications to bid queries.

4. Terms of Payments:

The payment to the Consultant for the performance of the works done under the Contract shall be governed by the provisions of Clauses 47, 48, 49 & 50 of 'Part-IVA (General Conditions of Contract)', Clause 3.0 of 'Part-IVB (Special Conditions of Contract)' and Section-B (PAYMENT MILESTONES AND SCHEDULE OF PAYMENT) of Part-VI and other relevant provisions of Detailed Bid Document, its Corrigenda & Clarifications to bid queries, and Minutes of Negotiation Meeting held on 21/01/2014 & 22/01/2014 and Record notes of Discussion held on 23/01/2014.

5. Price Adjustment / Variation:

The unit rates and the Lump Sum fixed price quoted by the Consultant shall remain firm. No price adjustment in respect of any item of work provided in the BOQ shall be allowed.

6. Completion of Work & Certificate:

The Consultant shall perform the entire work to the satisfaction of the Engineer-in-Charge and works shall be considered to be complete upon completion of appraisal of the DPR for clearance in all respect by the CEA, CWC, GSI and/or MOP and other statutory authorities after incorporating all of their comments on final draft DPR, as applicable. The Corporation shall then issue to the Consultant a Certificate of Completion indicating the date of completion. In this regard, Clause 38 of 'Part-IVA (General Conditions of Contract)' of Detailed Bid Document and its Corrigenda & Clarifications to bid queries shall hold good.

7. Defect Liability Period:

The "Defects Liability Period" means period from the date of submission of DPR to the Corporation till completion of appraisal of the DPR for clearance in all respect by the CEA, CWC, GSI and/or MOP and other statutory authorities after incorporating all of their comments on final draft DPR. In this context, Clause 59 of 'Part-IVA (General Conditions of Contract)' of Detailed Bid Document and its Corrigenda & Clarifications to bid queries shall hold good.

8. Taxes, Duties and Levies etc.:

The Consultant shall be solely responsible for payment of all applicable Indian & Non-Indian Taxes, Duties, Levies, Royalties, VAT, Cess, R&D cess, Mahal Charges, Octroi, Income Tax, Professional Tax, Works Contract tax, Entry Tax, Custom Duty and Excise Duty etc. including Service Tax that may be levied by the Government or any other body in accordance with the laws and regulations and assessed against the work, during currency of the contract.

Service Tax @ 12.36%, prevailing as on the date 28 (twenty-eight) days prior to the latest date for submission of bids have been quoted by the Consultant in Group-1 & 2 of Bill of Quantities (BOQ), the same shall be paid by NEEPCO at actual during currency of the contract.

For Group-1 of Bill of Quantities (BOQ) enclosed at Annexure-I, any increase in the aforesaid taxes, duties, levies etc. that may arise during the currency of the Contract shall not be paid to the Consultant by NEEPCO except Service tax. However, any new taxes, duties and levies imposed after 28 (twenty-

eight) days prior to the latest date for submission of Bids shall be reimbursed on production of documentary evidence or receipt for making such payment in original.

For Group-2 of Bill of Quantities (BOQ) enclosed at Annexure-I, No additional claim shall be entertained by the Corporation on this account except Service Tax.

In this context, Clause 55 of 'Part-IVA (General Conditions of Contract)' of Detailed Bid Document and its Corrigenda & Clarifications to bid queries shall hold good.

9. Advances for Mobilisation of Manpower and Equipment:

An interest bearing advance, up-to a maximum of 10% (ten percent) of the Contract Sum shall be given to the Consultant for his initial mobilisation such as labour mobilisation, machinery mobilisation, construction of offices, labour huts, staff quarters, stores, workshop, laying of air, water, electric lines. Mobilisation advance shall be limited to 10% (ten percent) of Contract Price, to be released in two instalments of 5% (five percent) each, against Bank Guarantee (BG) of equivalent amount along with interest @ 1.5% above SBI BPLR (Base Prime Lending Rate) or 110% of Mobilization Advance amount, whichever is higher, which shall be recovered as stipulated at Clause 64(b) of 'Part-IVA (General Conditions of Contract)' of Detailed Bid Document and its Corrigendum (i.e. Corrigendum-3 Dtd. 19-08-2013) & Clarifications to bid queries.

All other terms shall be governed as per Clause 64(b) of 'Part-IVA (General Conditions of Contract)' of Detailed Bid Document and its Corrigendum (i.e. Corrigendum-3 Dtd. 19-08-2013) & Clarifications to bid queries.

10. Settlement of Disputes and Arbitrations:

No dispute or difference arising between the Consultant and NEEPCO under/or relating to/ or in connection with the Contract shall be referred to arbitration unless an attempt has been made to settle the same amicably in terms of Clause 63 of 'Part-IVA of General Conditions of Contract' of Detailed Bid Document and its Corrigenda & Clarifications to bid queries.

The Detailed Work Order, alongwith Notice Inviting Bids (NIB) and its Detailed Bid Document and Corrigenda & Clarifications to bid queries thereof issued from time to time, your submitted Bid, post Bid correspondences, Negotiation Meeting held on 21/01/2014 & 22/01/2014 and Record`notes of Discussion held on 23/01/2014, LOI dated 13/02/2014, Minutes of Introductory Meeting held on 28-02-2014, Contract Performance Guarantee (CPG) furnished in the form of Bank Guarantee for an amount equal to 10% (Ten percent) of Contract Price and detailed Work Programme, to be approved by the Head of Project, S&I (Investigation-I), NEEPCO Ltd., Guwahati-781005, India, shall form integral part of the Contract Agreement.

Since Integrity Pact has been adopted, hence, as required and incompliance to relevant provisions of Instruction to Bidders of Part-III of Detailed Bid Document, one original copy of Integrity Pact, duly signed

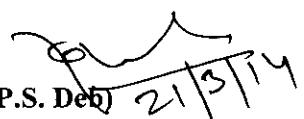
by your authorized signatories and the Owner has been enclosed herewith at **Annexure-II** for your reference.

You are hereby requested to submit your unconditional acceptance of this Detailed Work Order and depute your authorised representative, holding Power of Attorney to attend this office along with 3(Three) sheets of Non-Judicial Stamp Paper of Rs. 100.00 (Indian Rupees One hundred only) each, to be purchased in the State of Meghalaya, India, within 21(Twenty One) days from the date of issue of this Detailed Work Order for signing of the Contract Agreement as per Clause 5.3 (iii) of Instruction to Bidders of Part-III of Detailed Bid Document.

Thanking You,

Enclosed: As stated above.

Yours sincerely,


(P.S. Deb) 21/3/14
Executive Director
(Contracts & Procurement)

o/c

Bill of Quantities (BOQ)

for

Consultancy work for "Preparation of Detailed Project Report and Related Activities for Siang Upper Hydro Electric Project, Stage-II (3750 MW) Arunachal Pradesh, India"

The activities/items of work to be carried out under the overall Scope of DPR preparation for the Upper Siang Hydro Electric Project Stage-II, Arunachal Pradesh (the Project) in Siang Basin of Arunachal Pradesh have been categorized into following 2(two) broad groups, BOQ of which are as below:

Sl. No.	Description	Amount (Including all applicable taxes, duties, levies etc. except Service Tax) (in INR)	Rate of Service Tax @ in percentage (%)	Amount of Service Tax (in INR)	Total Amount (Including all applicable taxes, duties, levies etc. and Service Tax @ 12.36%) (In INR)	Remarks
(I)	(II)	(III)	(IV)	(V)	(VI) = (III) + (V)	(VII)
1	Group-1: Topographical, Geological, Geophysical, Construction Material Survey and Investigations including Testing of Materials as per the Bill of Quantities (BOQ) annexed at A & B below.	332141300.00	12.36	41052664.68	373193964.68	Units, Quantities and Unit Rates are as per Annexure-A & B
2	Group-2: Preparation of quality Detailed Project Report including all Hydrological Survey and investigations, Compilation of data, Design, Drawings, Construction Planning, Cost Estimation and Financial Evaluation for the Project.	226331466.11	12.36	27974569.21	254306035.32	The Unit and Quantity are Lump Sum and Amount quoted shall remain fixed for the scope of work as described.
Grand Total=					62,75,00,000.00	
(Indian Rupees Sixty Two Crores, Seventy Five Lakhs only)						



Annexure A to Group 1

Item No.	Items of work	Unit	Qty	Rate (in INR)	Amount (in INR)
1	Topographical survey, Hydrographic Survey, preparation and submission of contour plans / maps of:				
	(i) Establishment of permanent Bench Mark at suitable locations with respect to the nearest Bench Mark of the Survey of India (SOI) including construction of cement concrete survey pillars 0.6mX0.6mX1.0m and providing & fixing Brass plates thereon of size 10cmX15cm and punching thereon..	No	50	9000	450000.00
	(ii) Shifting of survey reference with close traverse to the project area from the nearest Bench Mark of the Survey of India (SOI).	km	20	5000	100000.00
	(iii) Topographical Survey of Reservoir area above water level in 1: 5000 with contour interval of 3m covering up to MWL+20m	Ha	6000	4500	27000000.00
	(iv) Hydrographical Survey of Reservoir area below water level in 1: 5000 with contour interval of 3m	Ha	500	6300	3150000.00
	(v) Dam and Spillway ,Intake, Dam toe Power House and Diversion Tunnel area extending up to dam top + 50m in 1 : 500 with contour interval of 2 m.	Ha	250	6300	157500.00
	(vi) Head Race Tunnel, Surge Shaft, Pressure Shaft, Adit, Tail Race System, Power House, Transformer Cavern/Yard, Pothead Yard, etc. area in 1: 500 with 2m contour interval.	Ha	700	6300	4410000.00
	(vii) Quarry and Borrow Areas in 1:500 with 2m contour interval	Ha	500	6300	3150000.00
	(viii) Areas of Plant, Colony, Office Complex etc in 1:500 with 2m contour interval.	Ha	2000	6300	12600000.00
	(ix) River Cross Sections (part above water level on both side of river to be done by Topographic Survey):				
	(a) Upstream: Survey and maps of river X-Sections at every 50m interval up to MWL + 5m for a distance of 2km from dam axis in horizontal scale of 1: 500 and vertical scale of 1:100.	No.	40	4850	194000.00

Item No.	Items of work	Unit	Qty	Rate (in INR)	Amount (in INR)
	(b) Downstream: Survey and maps of river X-Sections at every 50m interval up to historical/observed High Flood Level (HFL) + 5m for a distance of 6 km from dam axis in horizontal scale of 1: 500 and vertical scale of 1:100.	No.	120	4850	582000.00
	(x) River Cross Sections (Part below water level to be done by Hydrographic Survey):				
	(a) Upstream: Survey and maps of river X-Sections at every 50m interval up to MWL + 5m for a distance of 2km from dam axis in horizontal scale of 1: 500 and vertical scale of 1:100.	No.	40	15300	612000.00
	(b) Downstream: Survey and maps of river X-Sections at every 50m interval up to historical/observed High Flood Level (HFL) + 5m for a distance of 6 km from dam axis in horizontal scale of 1: 500 and vertical scale of 1:100.	No.	120	15300	1836000.00
	(xi) River Long (L) Section (By Hydrographic Survey): Survey and maps of river L-Section along the deepest river bed level on upstream and downstream from the dam axis in horizontal scale of 1: 10000 and vertical scale of 1:100.	Km	10	20700	207000.00
	(xii) Geological Maps: Contour plan/map for Geological Mapping on a scale of 1:1000 in 2m contour interval, covering major project structures/components such as Dam, Intake, Surge Shaft, Power House and 1:2000 in 5m contour interval covering other components such as HRT, Diversion Tunnel, Tail Race System, Adits, Pressure Shaft etc. and areas if any, as required by the Geological Survey of India (G.S.I.)	Ha	1000	5400	5400000.00
	(xiii) Survey and maps of access & other roads on scale of 1:1000 in 2m contour interval.	Ha	2000	6300	12600000.00
	(xiv) Providing and installation of cement concrete survey pillars of size 0.15mX0.15mX1.20m at sites of all the major structures and their components and along periphery of reservoir submergence area.	No.	100	4500	4500000.00

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Item No.	Items of work	Unit	Qty	Rate (in INR)	Amount (in INR)
2	Geological Mapping of the Reservoir, up to 50 meters above the FRL (or as required on Land Sat imageries with field checks incorporating details like; geological units, critical zones, geological consideration) in 1:5000/ 10,000 scale based on remote sensing data and structural discontinuities, etc.	Ha	8000	1800	14400000.00
	TOTAL				8,87,16,000.00
	(Indian Rupees Eight Crore, Eighty Seven Lakh, Sixteen Thousand only)				

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Annexure B to Group 1

Item No.	Items of work	Unit	Qty	Rate (in INR)	Amount (in INR)
1)	Drilling of Px, Hx, Nx, Bx, Ax, Ex vertical/inclined holes with standard diamond core drilling machine including driving, lowering of casing of required size where necessary and water percolation test at 3m intervals with core recovery and preserving the core in proper boxes (Maximum depth of single hole 150.0m) in areas other than river water stretch as directed by Engineer-in-Charge.	RM	3000	25000	75000000.00
2)	Drilling of Px, Hx, Nx, Bx, Ax, Ex vertical/inclined holes with standard diamond core drilling machine including driving, construction of temporary floating platform, lowering of casing of required size where necessary and water percolation test at 3m intervals with core recovery and preserving the core in proper boxes (Maximum depth of single hole 150.0m) in river water stretch as directed by Engineer-in-Charge.	RM	600	32000	19200000.00
3)	Retention of hole by providing PVC pipe 50mm dia including installation in over burden / fractures / shear zones only.	RM	1200	450	540000.00
4)	Drilling of Px, Hx, Nx, Bx, Ax, Ex vertical/inclined holes from inside the drift with standard diamond core drilling machine including local enlargement and development of drift if required, driving, lowering of casing of required size where necessary and water percolation test at 3m intervals with core recovery and preserving the core in proper boxes as directed by Engineer-in-Charge.	RM	775	23400	18135000.00
5)	Excavation of Drifts of size 2.0m X 2.5m or equivalent area in all kinds of rock including shear zones by drilling and blasting, providing required supports and arrangements for lighting and ventilation, mucking and disposal of excavated materials in regular layers complete with all lifts and leads as per direction of Engineer-in-Charge. Convergence measurements as per necessity shall also be made.	RM	3680	25200	9273600.00
6)	Geophysical Survey - Seismic Refraction survey/profiling method/ Ground-Penetrating Radar (GPR) method or other acceptable method at sites of Dam, Power House, Pressure Shaft, Surge Shaft and Water Conductor System etc.	RM	10000	450	4500000.00
7)	Hydro Fracture Tests for evaluating in-situ stress.	No. of holes	20	128920	2578400.00

Item No.	Items of work	Unit	Qty	Rate (in INR)	Amount (in INR)
8)	Dilatometer test for evaluating of in-situ stress.	No.	20	128920	2578400.00
9)	Flat Jack Tests for evaluating in-situ stress.	No.	20	128920	2578400.00
10	Construction Material Survey including all laboratory tests as per IS Code 383, Alkali Aggregate Reactivity & Petrographic Examination as per IS Code 2386 of rock/stone from any of the institutes of national repute mentioned at Clause 2 of Part-V (TOR) for assessment of suitability for use in project works	No. of samples	15	30940	464100.00
	(i) Coarse aggregates	No. of samples	15	30940	464100.00
	(ii) Fine aggregates (sand)	No. of samples	15	30940	464100.00
11)	Excavation of Drifts for construction material survey of size 1.5m X 2.0m X 3.0m (B x H x L) in all kinds of rock by drilling and blasting, providing required supports and arrangements for lighting and ventilation, mucking and disposal of excavated materials in regular layers complete with all lifts and leads as per direction of Engineer-in-Charge.	No.	20	154800	3096000.00
12)	Excavation of pits and trenches for collection of construction material samples including disposal of muck for all lead and lift as indicated by the Engineer-in-Charge.	Cum	2000	121	242000.00
13	In situ and laboratory tests to the followings for foundation rock/strata from any of the institutes of national repute mentioned at Clause 2 of Part-V (TOR).				
	(i) Dry and Saturated Compressive strength (laboratory)	No.	50	550	27500.00
	(ii) Dry and Saturated Tensile strength (laboratory)	No.	50	550	27500.00
	(iii) Standard Penetration Test	No.	50	550	27500.00
	(iv) Packer Permeability Test.	No.	50	550	27500.00
	(v) Deformation modulus and modulus of elasticity (laboratory).	No.	50	3610	180500.00
	(vi) Unconfined Compressive Strength of the intact rock and rock mass (laboratory).	No.	50	3610	180500.00

Item No.	Items of work	Unit	Qty	Rate (in INR)	Amount (in INR)
(vii)	Shear strength parameters, C and ϕ (phi) (laboratory).	No.	50	412	20600.00
(viii)	Slake Test	No.	50	412	20600.00
(ix)	Test for determining presence of Sulphate in Rock	No.	50	412	20600.00
(x)	Petrographic analysis of river silt samples with colour photo micrograph	No.	60	5185	311100.00
14	In-Situ Shear and Deformability Tests				
	a) Measurement of in-situ parameters for Rock to Rock Parameters	No.	25	128920	322300.00
	b) Measurement of in-situ parameters for Rock to Concrete Parameters	No.	25	128920	322300.00
	c) Measurement of Deformability Modulus	No.	25	128920	322300.00
15	Groutability test in foundation rock in pattern holes including all cost towards all labour, plant, materials, equipment, operation and services required for drilling & grouting, execution of water pressure tests, etc. Minimum number of primary holes in pattern shall be 5(five) and bottom of grout holes shall be at least 30.0m in bedrock. The spacing of holes may be reduced up to 1.5m and sequence of water pressure testing and grouting may be followed up to tertiary holes, if required.	No.	3	360000	1080000.00
	TOTAL				24,34,25,300.00
	(Indian Rupees Twenty Four Crore, Thirty Four Lakh, Twenty Five Thousand, Three Hundred only)				

INTEGRITY PACT

Between

North Eastern Electric Power Corporation Limited (NEEPCO Ltd.), a company registered under the Companies Act, 1956 and having its registered office at Brookland Compound, Lower New Colony, Shillong – 793003, Meghalaya, India, hereinafter referred to as "Principal", which expression unless repugnant to the contents or meaning thereof shall include its successors or assigns on the ONE PART

And

RusHydro International AG (a Company incorporated under the laws of Switzerland, having its Registered Office at Via Nassa, 42-6900, Lugano, Switzerland) and RusHydro International (India) Private Limited (a Company incorporated under the laws of India, having its Registered Office at The Bristol, 145 & 146 Edmonton, Gurgaon, Haryana-122001), Consortium, (description of the party along with address), hereinafter referred to as "Bidder/Contractor", which expression unless repugnant to the contents or meaning thereof shall include its successors or assigns on the OTHER PART

Preamble

The Principal intends to award, under laid down organizational procedures, Contract(s) for "Preparation of Detailed Project Report and Related Activities" for Siang Upper Hydro Electric Project, Stage-II (3750 MW), Arunachal Pradesh, India. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the Contract for compliance with the principles mentioned above.

Section – 1 – Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1.1.1 No employee of the Principal, personally or through family members, will, in connection with the tender for, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the Contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal

enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

2.1 The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the Contract execution.

2.1.1 The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the Contract or to any third person any material, immaterial or any other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the Contract.

2.1.2 The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary Contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/Contractor(s) will not commit any penal offence under the relevant IPC/PC Act: further the Bidder(s)/Contractor(s) will not use improperly, for the purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian nationality shall furnish the name and address of foreign principals, if any. Further, the information pertaining to local representatives/agents of Foreign Bidders shall be disclosed by the Bidder(s)/Contractor(s), as per requirement of Instruction to Bidders of Part-III of Detailed Bid Document.

2.2 The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future Contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the separate guidelines framed by the Principal.

Section 4 – Compensation for damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

4.2 If the Principal has terminated the Contract according to Section 3, or if the Principal is entitled to terminate the Contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor Liquidated Damages equivalent to 10% of the Contract Price or the amount equivalent to Security Deposit/Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 5 (Five) years with any other company in any country conforming to anti – corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process, or the Contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/Contractors/Sub-Contractors

6.1 The Bidder(s)/Contractor(s) undertake(s) to obtain from all sub-Contractors a commitment consistent with this Integrity Pact and report compliance to the Principal. This commitment shall be taken only from those sub-Contractors whose Contract value is more than 20% of the Bidder's/Contractor's quoted price/Contract price with the Principal. The Bidder(s)/Contractor(s) shall continue to remain responsible for any default by his sub-Contractor(s).

6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

6.3 Bidders who do not sign this pact or violate its provisions shall be disqualified by the Principal from the tender process.

Section 7 – Criminal charges against violating Bidders/Contractors/Sub-Contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub-Contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor(s)

8.1 The Principal appoints competent and credible Independent External Monitor for this pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, NEEPCO.

8.3 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Contract documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Contract documentation. The same is applicable to Sub-Contractor(s). The Monitor is under Contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-Contractor(s) with confidentiality.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the Contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the management of the Principal and request the management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can, in this regard, submit non bonding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 The Monitor will submit a written report to the CMD, NEEPCO within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.7 The CMD, NEEPCO shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.8 If the Monitor has reported to the CMD, NEEPCO, a substantiated suspicion of an offence under relevant IPC/PC Act, and the CMD, NEEPCO has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, NEEPCO.

8.10 The word 'Monitor' would include both singular and plural.

Section 9 – Pact duration

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by Bidder(s). It expires for the Contractor 12(Twelve) months after the last payment under the respective Contract and for all other Bidders 6(Six) months after the Contract has been awarded.

9.2 If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified as above, unless it is discharged/determined by the CMD, NEEPCO.

Section 10 – Other provisions

10.1 This agreement is subject to Indian laws and jurisdiction shall be the registered office of the Principal, i.e., Shillong, Meghalaya, India.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a Joint-Venture (JV)/Consortium, this agreement must be signed by all partners or Joint-Venture (JV)/Consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those Bidders/Contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be mandatory for meeting the qualifying requirement.

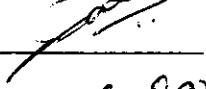
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For & on behalf of the Principal

(Office Seal)

Place Shillong

Date 18/9/13

Witness: 

(Name & Address) S. Saran
DG H(1) CP

KIIEPCL LTD, Shillong.

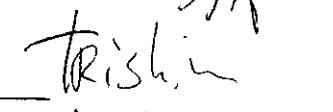


For & on behalf of RusHydro International AG

(Office Seal)

Place Moscow, Russia.

Date 20th August 2013

Witness: 

(Name & Address) Russ, A V. V. Liskovskiy
Skstr. 27 - 69



For & on behalf of
RusHydro International (India) Pvt. Ltd

(Office Seal)

Place New Delhi

Date: 30th August 2013

Witness: Sanjay Kumar 

(Name & Address) 145, 10th Floor, Sector 10, Noida, Uttar Pradesh, India



145, 10th Floor, Sector 10, Noida, Uttar Pradesh, India

Gurgaon
Haryana