

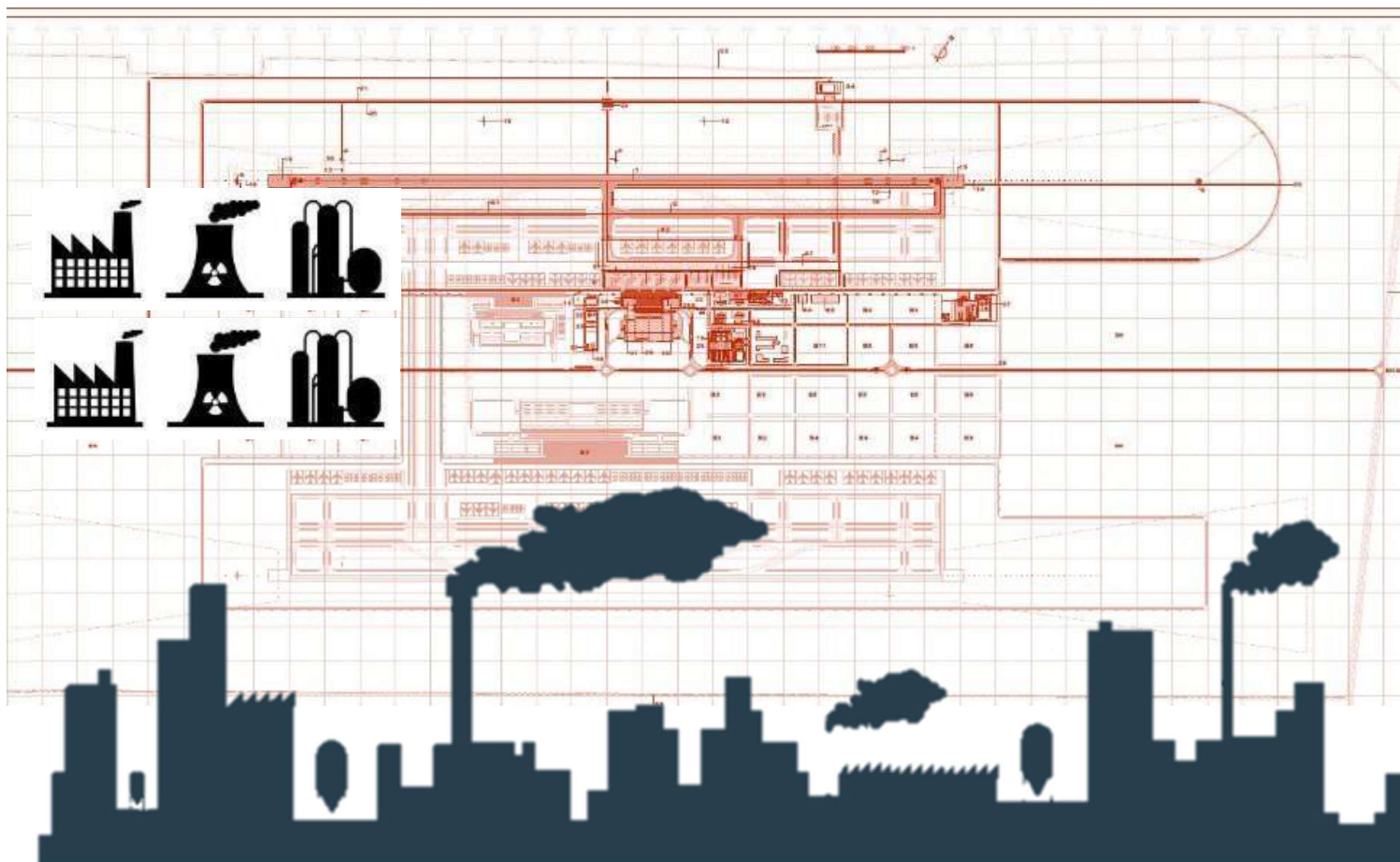
# RFP for Survey , Design, Engineering and Consultancy Services for 220 kV DC Transmission Line for

## Plateformes Industrielles Du Congo (500 Ha)

### LOCATION: LOANGO

Tender No: PICP/RFQ/Consultancy/004

Date of issue: 26-Aug-2023



Aug 2023

## **Project brief:**

ARISE Integrated Industrial Platforms (Arise) is a pan-African developer and operator of world-class industrial parks across African continent. Arise identify opportunities in commercial and industrial value chains, finance, build and operate the necessary infrastructure, playing a catalytic role in countries' transition to an industrial economy. Arise is currently present in Benin (GDIZ), Togo (PIA), Gabon (GSEZ), Côte d'Ivoire (ZIC), and expanding into other geographies. GSEZ was ranked the world's best special economic zone in the timber sector (2020 FDI ranking).

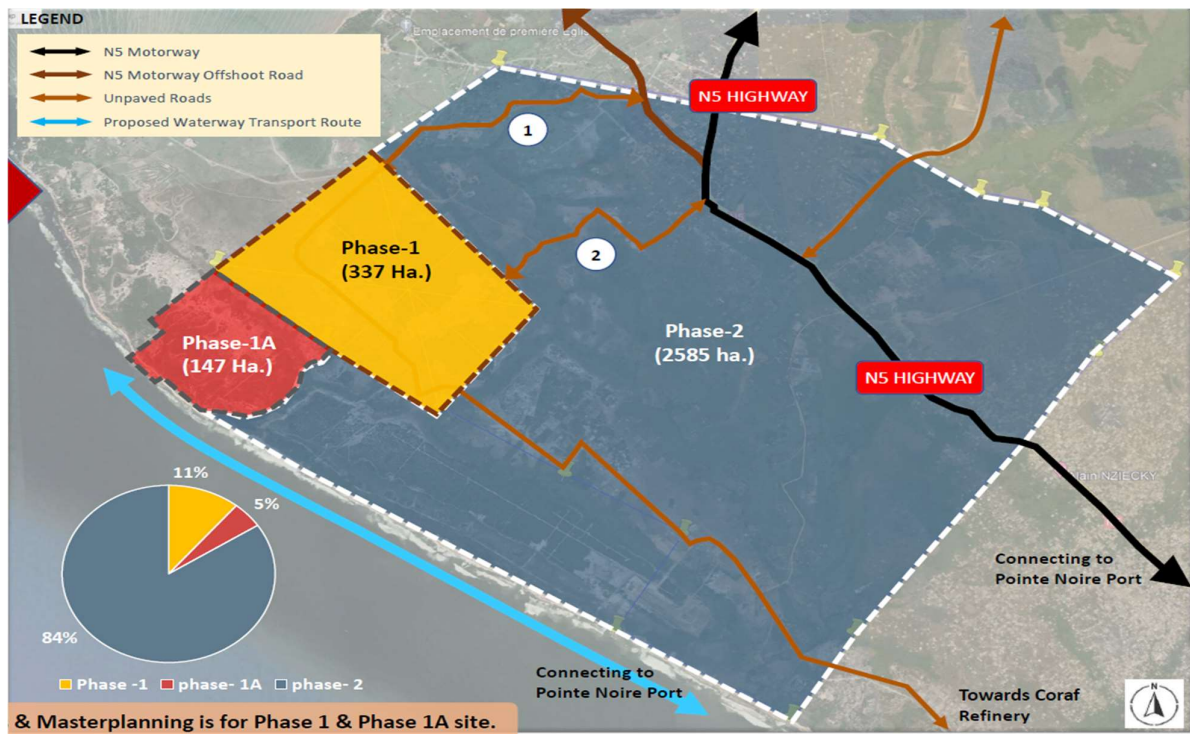
In September 2022 Arise entered into a partnership with the government of the Republic of Congo (ROC) forming a joint venture, Plateformes Industrielles Du Congo (PIC or 'The Company'), which will be in charge of developing the Congo Special Economic Zone - PIC ('The Project'). PIC SEZ will be part of a wider Special Economic Zone and will contribute to the industrialization of strategic sectors in the Democratic Republic of Congo. The main focus will be on timber processing. The zone will also host companies specializing in the pharmaceutical sector, plastic recycling, ceramics, and construction materials, agribusiness, white goods assembly, household appliances and potentially other manufacturing industries.

The industrial platform will focus on enhancing the processing of raw materials in the country, especially wood products that will be exported to sub-regional or international markets or consumed within the national market. For import substitution, it will equally foster the production and processing of other major products.

The SEZ is mainly dedicated to attracting investors to develop multi-industrial activities and to position the Republic of the Congo as a competitive processing hub on both the African and global scale.

## **Project Location**

PNSEZ site is located 13 km from the city of Pointe-Noire in Loango region. It is delimited by the Atlantic Ocean on the western boundary. The site has a good connectivity with the National Highway (N5), and the port of Pointe-Noire, a major deep water seaport.



## General

### Scope of Bid

In connection with the Invitation for Bids specified in the document, the employer, issues these Bidding Documents for Survey, Design, Engineering and Consultancy Services for 200 kV OH HT line for Industrial Zone Development (Phase -1) measuring 500 Ha.

### RFP Particulars

Services	<b>Survey, Design, Engineering and Consultancy Services for</b> [A] Proposed 220kV OH Transmission Line [B] Modification at exiting 220kV Source Substation (MGK-2) [C] 220Kv Main Receiving Substation (MRSS) at PICP, pointe Noire, Republic of Congo
Contact for correspondence, notifications, and requests for clarifications	All correspondence, notifications and requests for clarifications in relation to this RFP shall be sent to:  Venu Gopal: <a href="mailto:venugopal.devaram@arisenet.com">venugopal.devaram@arisenet.com</a> Deepak Kaushik : <a href="mailto:deepak.kaushik@arisenet.com">deepak.kaushik@arisenet.com</a> Vikas K Sinha: <a href="mailto:vikas.sinha@arisenet.com">vikas.sinha@arisenet.com</a> Amiya Verma : <a href="mailto:amiya.verma@arisenet.com">amiya.verma@arisenet.com</a> Engelbert Kum Meh: <a href="mailto:engelbert.meh@arisenet.com">engelbert.meh@arisenet.com</a>
Clarification Meetings	A clarification meeting shall be held as per mutual discussion.
Site Inspection	Can be scheduled as per mutual consent
Proposal validity period	Proposals shall remain valid for acceptance by SIDIC for 90 days from the Deadline for Proposal Submission.
Proposal Currency(ies)	Prices shall be quoted in <b>Euro</b>
Language of proposals	All proposals, information, documents, and correspondence exchanged between PIC and the bidders in relation to this bid process shall be in English and French
Deadline for Proposal Submission	All proposal must be submitted by 17:00 Hrs (Pointe Noire-ROC) Time on 4 <sup>th</sup> Sep '23
Proposal Submission	By Email marked to following personnel: Venu Gopal: <a href="mailto:venugopal.devaram@arisenet.com">venugopal.devaram@arisenet.com</a> Deepak Kaushik : <a href="mailto:deepak.kaushik@arisenet.com">deepak.kaushik@arisenet.com</a> Vikas K Sinha: <a href="mailto:vikas.sinha@arisenet.com">vikas.sinha@arisenet.com</a> Amiya Verma : <a href="mailto:amiya.verma@arisenet.com">amiya.verma@arisenet.com</a> Kumar Mohan: <a href="mailto:kumar.mohan@arisenet.com">kumar.mohan@arisenet.com</a> Engelbert Kum Meh: <a href="mailto:engelbert.meh@arisenet.com">engelbert.meh@arisenet.com</a>

## **PARTICULAR CONDITIONS**

### **1. LEGAL STATUS:**

The Consultant shall be considered as having the legal status of an independent consultant. The Consultant's personnel and sub-contractors shall not be considered in any respect as being the Employees or Agents PIC/ ARISE

### **2. SOURCE OF INSTRUCTIONS:**

The Consultant shall neither seek nor accept instructions from any authority external to PIC in connection with the performance of its services under this Contract the Consultant shall refrain from any action that may adversely affect PIC or its parent company/group companies and shall fulfil its commitments with the fullest regard to the interests of PIC.

### **3. CONSULTANT'S RESPONSIBILITY FOR EMPLOYEES**

The Consultant shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

### **4. ASSIGNMENT**

The Consultant shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Consultant's rights, claims or obligations under this Contract except with the prior written consent of PIC.

The Consultant should not make any written communication with any third party related to the project unless authorized by PIC. Consultant has to take written consent of Client before doing such communication.

In all cases Consultant should inform & consult with Client before issuing any Communication to any third party.

However, these Consultations or written consent of Client will not relieve Consultant from any of his duties & obligations under the role of 'Consultant'.

### **5. SUB-CONTRACTING**

In the event the Consultant requires the services of sub-contractors, the Consultant shall obtain the prior written approval and clearance of PIC for all sub-contractors. The approval of PIC of a sub-contractor shall not relieve the Consultant of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

### **6. OFFICIALS NOT TO BENEFIT**

The Consultant warrants that no official of SIDIC or Parent company/group companies has received or will be offered by the Consultant any direct or indirect benefit arising from this Contract or the award thereof. The Consultant agrees that breach of this provision is a breach of an essential term of this Contract.

### **7. INDEMNIFICATION**

## **7.1 Consultant**

7.1.1 The Consultant shall indemnify, hold and save harmless, and defend, at its own expense, SIDIC, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Consultant, or the Consultant's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Consultant, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

7.1.2 The total aggregate liability of the consultant to PIC under or in connection with this contract, will not exceed one hundred percent (100%) of the contract Price, except in case of any fraud, gross negligence or willful misconduct committed by the consultant.

## **7.2 Client**

7.2.1 PIC shall indemnify, hold and save harmless, and defend, at its own expense, consultant, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Client, or Client employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Consultant, its employees, officers, agents, servants when the intellectual property rights came from data or information provided to the consultant by SIDIC. The obligations under this Article do not lapse upon termination of this Contract.

7.2.2 The total aggregate liability of the PIC to consultant under or in connection with this contract, will not exceed one hundred percent (100%) of the contract Price. Except in case of fraud, gross negligence, or willful misconduct.

## **7.3 Neither contractor nor subcontractor shall be liable to any of the others under or in connection with this subcontractor in relation to:**

1) Any loss of Profit, Loss of goodwill, loss of use, loss of opportunity, loss of revenue, loss of production, loss of product or business interruption and downtime cost; or

2) During the execution of the project, as well as during the warranty period and beyond, the consultant's liability shall only be limited to the direct and foreseen damages, and shall not be extended to unforeseen damages, indirect or consequential damages, loss of profits, loss of production, loss of income, moral damages and so on. This shall not be applicable in case of fraud and gross negligence attributable to the consultant.

## **8. INSURANCE AND LIABILITIES TO THIRD PARTIES**

The Consultant shall provide and thereafter maintain all applicable insurance for the execution of this Contract.

The Consultant shall, upon request, provide the PIC with satisfactory evidence of the insurance required under this Article.

## **9. ENCUMBRANCES/LIENS**

The Consultant shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the PIC against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Consultant.

**10. TITLE TO EQUIPMENT**

Title to any equipment and supplies that may be furnished by PIC shall rest with PIC and any such equipment shall be returned to PIC at the conclusion of this Contract or when no longer needed by the Consultant. Such equipment, when returned to PIC, shall be in the same condition as when delivered to the Consultant, subject to normal wear and tear. The Consultant shall be liable to compensate PIC for equipment determined to be damaged or degraded beyond normal wear and tear.

**11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

11.1 Except as is otherwise expressly provided in writing in the Contract, the PIC shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Consultant has developed for the PIC under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Consultant acknowledges and agrees that such products, documents and other materials constitute works made for hire for the PIC.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Consultant: (i) that pre- existed the performance by the Consultant of its obligations under the Contract, or (ii) that the Consultant may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the PIC does not and shall not claim any ownership interest thereto, and the Consultant grants to the PIC a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the PIC; the Consultant shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the PIC in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Consultant under the Contract shall be the property of the PIC, shall be made available for use or inspection by the PIC at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to PIC authorized officials on completion of work under the Contract.

**12. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**

Information and data that is considered proprietary by either Party, and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

**12.1** The recipient ("Recipient") of such information shall:

12.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

12.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

12.1.3 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 12, the Recipient may disclose Information to:

12.1.4 Any other party with the Discloser's prior written consent; and,

12.1.5 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

12.1.6 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or any entity over which the Party exercises effective managerial control.

**12.2** The Consultant may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the PIC, the Consultant will give the PIC sufficient prior notice of a request for the disclosure of Information in order to allow the PIC to have a reasonable opportunity to take protective measures

**12.3** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

**12.4** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

### **13. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

13.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Consultant shall give notice and full particulars in writing to the PIC, of such occurrence or change if the Consultant is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Consultant shall also notify the SIDIC of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the PIC shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Consultant of a reasonable extension of time in which to perform its obligations under this Contract.

13.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason offeree majeure to perform its obligations and meet its responsibilities under this Contract, the PIC shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 14, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

13.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

### **14. TERMINATION**

14.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days' notice in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 15.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

14.2 PIC reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Consultant, in which case PIC shall reimburse the Consultant for all reasonable costs incurred by the Consultant prior to receipt of the notice of termination.

14.3 Should the Consultant be adjudged bankrupt, or be liquidated or become insolvent, or should the Consultant make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Consultant, act of Consultant or any of his representative appointed is not in line with the Contract, the PIC may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith without any compensation to the Consultant. The Consultant shall immediately inform the PIC of the occurrence of any of the above events. In the event of any termination by SIDIC under this Article, no payment shall be due from PIC to the Consultant except for work and services satisfactorily performed in conformity with the express terms of this Contract.

**15. SETTLEMENT OF DISPUTES**

15.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place such procedure as may be agreed between the parties.

15.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 15.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the Arbitration Rules of OHADA Rules of Arbitration and Common justice. Arbitration venue will be Abidjan, Cote D'Ivoire.

**16. PRIVILEGES AND IMMUNITIES:**

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the PIC, including its parent/group companies.

**17. OBSERVANCE OF THE LAW:**

The Consultant shall comply with all laws, ordinances, rules, and regulations bearing upon the Performance of its obligations under the terms of this Contract.

**18. VOID**

**19. MODE OF PAYMENT**

a. Payments will be made as per PIC terms i.e. payment will be made through NEFT/ SWIFT on any bank as instructed by Consultant or Cheque within 30 days from the date of approval of bill/invoice by Client's Representative. Such approval shall not unreasonably be withheld and the client's representative will undertake its best endeavors to inform the consultant within 2 weeks of submission of an invoice whether or not (parts of) the invoice are contested.

b. Consultant is liable for any taxes to be incurred within Republic of Congo other than withholding tax if applicable.

**20. VOID**



**21. SUBMISSION OF DELIVERABLES:**

- All the documents under list of deliverables attached under Annexure-A shall be submitted to PIC in editable and non-editable formats (pdf) in data storage devices and by e-mail.
- All documents (except drawings) will be submitted in French language.
- The drawings and documents prepared will be solely the property of PIC and consultant is not to use for any other purpose without prior written permission from the PIC.
- All courier charges & other related cost is to be incurred by consultant.

**22. RESPONSIBILITY OF CLIENT / PIC**

- The Client shall authorize the Consultant for the subject project.
- Where data/ information is required from any other agencies in Republic of Congo, the Employer will extend its help to consultant in getting data/ information from other agencies.
- The consultant shall be provided office area for site staff and shall be allowed access to common IT infrastructure like internet etc. However, the computers with all relevant software required for the project need to be arranged by the consultant.

**23. GENERAL OBLIGATIONS OF CONSULTANT**

- a. Client is authorized to designate its representative, who shall at all-time have access to the related equipment and all records, for the purposes of observing, inspecting and designating the work to be performed here under by consultant.
- b. The Client's representative may, amongst other duties, observe, test, and check the work performed by Consultant.
- c. Compliance with Client's Instructions: Consultant shall comply with all instructions of Client consistent with the provision of this Contract and perform the works described in the Terms of reference/Scope of Work.
- d. Consultant shall perform all other obligations, work and services which are required by the terms of this contract.

If additional missions, works, technical installations, or additional structures are entrusted to consultant, they will be subject to amendment to this contract. The said amendment will be discussed and agreed on between the parties. If the duration of the mission is greater than the (Specified the duration), additional pricing will be invoiced accordingly.

If mobilization of experts and site team exceeds their priced BOQ durations, the exceeding mobilizations will be invoiced according to BOQ rates.

- e. Consultant should arrange for logistics, lodging & boarding, conveyance within site etc. for their staff and experts visiting to site. This also includes cost for Visa charges for any expat visitor or staff, daily allowances, travel insurance and any other day care allowance for staff or visitor.

- f. Consultant shall be deemed to have satisfied himself before submitting its bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided herein, cover all its obligations under the contract.

**24. TAXES AND DUTIES**

The Client will not bear any responsibility nor reimburse any amount in case of duties/taxes actually levied exceeds those taken into account by the Consultant for preparation of priced bid.

Nothing in this contract shall relieve the Consultant from its responsibility to pay any tax/duty that may be levied on profits made by him in respect of the Contract. The Consultant shall comply with Ivory coast Tax Acts, Rules and Labor Laws framed by Government / Authorities from time to time. Consultant shall be responsible for and pay the personnel taxes, if any, for all the personnel deployed. Client will be responsible for Withholding Tax levied as per Ivory Coast Tax Acts only.

The Consultant shall furnish the Company, if and when called upon to do, the relevant statements of accounts or any other information pertaining to work done under this contract for submitting the same to Tax Authorities, on specific request by them.

**25. PROFESSIONAL INDEMNITY**

A Consultant has to provide a Professional Indemnity insurance for an amount equivalent to the Contract amount for any professional misconduct.

**26. SUBSEQUENTLY ENACTED LAWS**

After the date of issue of letter of intent/award of Contract, if there is a change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost to Consultant on account of the operation under the Contract, the Client/Consultant shall reimburse/pay Consultant/Client for such additional/reduced costs actually incurred.

**27. WAIVERS AND AMENDMENTS**

It is fully understood and agreed that none of the terms and conditions of the Contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party.

The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

**28. NOTICES**

Any notice given by one party to other, pursuant to the Contract shall be sent in writing or by Fax or E- mail and confirmed in writing to the applicable address.

**29. Escalation & Increment**

Consultant cannot claim any escalation or Increment on the remuneration amount on any account from the date of commencement of this agreement till the completion of work.

**30. Bill payment**

-10% of the contract price as advance on submission of equivalent bank Guarantee and acceptance of Purchase Order

- 50 % on pro rata basis [ for the activities completed] and on submission of **draft report** with complete detail

- 30% on pro rata basis [ for the activities completed] and on the receipt of **final report**.

- 10% - on acceptance of Report by the employer

**31. Retention - NA**

**32. Commencement of works:** Immediately on the acceptance of the Proposal duly communicated through email.

**33. Time for completion**

The Consultant shall complete the whole of the Works, and each work package within the defined timeline for respective work package. The consultant shall provide the detailed timelines for the each activity with the proposal.

The duration of this Contract for the Consultant will be 06 Months. However, Survey will be completed within 30 days of issuance of Work Order

**34. Suspension of works**

The Client may at any time instruct the Consultant to suspend progress of part or all of its mission (Engineering Consultancy Services), which instruction shall state the date and cause of the suspension. During such suspension, the Consultant shall protect, store and secure such part or all of the Works (as the case may be) against any deterioration, loss or damage. If the Consultant suffers delay and/or incurs Cost from complying with a Client's instruction the Consultant shall be entitled to EOT but not pay any Cost.

The client will serve a one-month notice in advance to the consultant for the suspension of work. In the suspension period the consultant will manage his resource at his own cost.

**35. Resumption of works**

The client will give a written notice to the consultant for the resumption of work and within 14 days the consultant shall remobilized his all-required resources at site without extra cost to the client.

**Attachment**

**Annexure-I – BOQ**