नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉरपोरेशन लिमिटेड
(भारत सरकार का उद्यम)
NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
Website: www.neepco.gov.in, E-mail: contract_neepco@yahoo.com
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/SHEP-452/2014-15/ Dated:

To,

M/s. WAPCOS Limited,
76 C, Sector-18,
Gurgaon-122015,
Haryana, India.
Tel: 0124-2397396,
Fax: 0124-2397392,
E-mail: environment@wapcos.gov.in

(Kind Attention: Dr. Aman Sharma, General Manager (Envt.))

Sub.: Detailed Work Order (DWO) for Consultancy work of "Comprehensive Environmental Studies (Environmental Impact Assessment & Environment Management Plan) for Siang Upper Hydro Electric Project, Stage-II (3750 MW), Arunachal Pradesh, India".

Ref.: (i) Your letter No. WAP/Envt./NEEPCO/Upper_SHEP/2014/1669 Dtd. 17-04-2014 forwarding amendment to CPG.
(ii) Your letter No. WAP/Envt./NEEPCO/Upper_SHEP/2014/1640.Dtd. 01-04-2014 forwarding CPG.
(iii) Your letter No. WAP/Envt./NEEPCO/Upper_SHEP/2014/1640 Dtd. 01-04-2014 and e-mail dtd. 24-03-2014 forwarding revised work programme.
(iv) Letter No.: NEEPCO/ED/QP/C&P/F/C/SHEP-452/2013-14/1946 dtd. 21-03-2014.
(v) Your unconditional acceptance to LOI through online and vide letter No. WAP/Envt./NEEPCO/SHEP/2014/1605 dtd. 06-03-2014.
(vi) Letter of Intent (LOI) No.: NEEPCO/ED/QP/C&P/F/C/DPR/SHEP/451/2013-14/1694 dtd. 03-03-2014.
(vii) Your Price Bid opened online on 25-02-2014.
(viii) Your clarifications submitted online on 22-01-2014, 27-01-2014 & 04-02-2014.
(ix) Clarifications sought from you online on 10-01-2014.
(x) Your Bid under ref. No. WAP/Envt./NEEPCO/2013/1393 dtd. 22-11-2013 submitted online, Techno-Commercial Bid of thereof opened online on 09-12-2013.
(xi) Minutes of Pre-bid meeting held on 25-11-2013.
(xii) Corrigendum-1 dtd. 25-11-2013.
(xiii) NIB No. 85 dtd. 23/10/2013.

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 of "Comprehensive Environmental Studies (Environmental Impact Assessment & Environment Management Plan) for Siang Upper Hydro Electric Project, Stage-II (3750 MW), Arunachal Pradesh, India".

All Terms and Conditions as stipulated in Detailed Bid Document and its Corrigendum thereof,

Letter of Intent (LOI) shall hold good. It may be noted that no deviation from stipulations of Detailed Bid Document has been indicated in Data Sheet-9 of your submitted Bid. 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:

   (i) Preparation of detailed and comprehensive Terms of Reference (TOR) in terms of EIA Notification 2006 and amendment thereof addressing all relevant environmental concerns for the preparation of an Environment Impact Assessment (EIA) Report in respect of the project, filling up of Form-1 for submission of application for scoping, attending EAC meeting including giving presentation and site visits if necessary, to assist NEEPCO till obtaining approval of TOR from MOE&F, Govt. of India.

   (ii) To carry out comprehensive Environmental Studies (EIA & EMP) based on three seasons namely Pre-monsoon, Monsoon and Post-monsoon season data covering one year and as per the TOR approved by MOE&F, Govt. of India including preparation of environmental action plan for mitigating the likely adverse impacts of the project on the biotic and abiotic environment of the area, including preparation of CAT Plan, Dam Break analysis and Disaster Management Plan, R&R Plan, filling up of application form and questionnaire, preparation of presentation materials etc., attending various related meetings including Public Hearing and defending the proposal whenever and wherever required etc. and to assist NEEPCO till obtaining Environmental Clearance of the Project from MOE&F, Govt. of India.

   The detailed Scope of work shall be governed by Terms of Reference, Part-V of Detailed Bid Document and its Corrigendum thereof.

2. **Contract Price:**

   The Contract Price for the entire scope of work is ₹ 71,91,040.00 (Indian Rupees Seventy-one Lakh Ninety-one Thousand and Forty), as per Bill of Quantities enclosed at **Annexure-I**. The Contract Price shall be inclusive of all applicable taxes, duties, levies etc., based on the terms and conditions of Detailed Bid Document & its Corrigendum thereof.

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 03-03-2014 to 03-06-2015), which shall be the essence of the Contract.

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.

5. **Price Adjustment / Variation:**

   This is a fixed cost contract with firm prices. 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 receipt of Environment Clearance from MOE&F, Govt of India for Siang Upper Hydro Electric Project, Stage-II (3750 MW), Arunachal Pradesh, India. 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 shall hold good.

7. Defect Liability Period:

The "Defects Liability Period" means period till Environment Clearance is received from MOE&F, Govt. of India for Siang Upper Hydro Electric Project, Stage-II (3750 MW), Arunachal Pradesh, India. 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, Service Tax, Works Contract Tax, Entry Tax etc., that may be levied by the Government or any other body and lawfully assessed against the work, during currency of the contract. No additional claim shall be entertained by the Corporation on this account.

In this context, Clause 55 of Part-IVA (General Conditions of Contract) of Detailed Bid Document shall hold good.

9. Advances for Mobilisation of Manpower and Equipment:

An interest bearing Mobilisation advance, up-to a maximum of 10% (ten percent) of the Contract Sum shall be given to the Consultant for his initial mobilisation subject to terms and conditions as laid down in Clause 64, Part-IVA(General Conditions of Contract) of Detailed Bid Document.

Mobilisation advance 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 (i) (b) of Part-IVA (General Conditions of Contract) of Detailed Bid Document.

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(General Conditions of Contract) of Detailed Bid Document.

The Detailed Work Order, alongwith Notice Inviting Bids (NIB), Detailed Bid Document and Corrigendum thereof, your submitted Bid, post Bid correspondences, Contract Performance Guarantee and Work Programme, approved by the General Manager (E/M), Environment & RR Wing, NEEPCO Ltd.,

Shillong, shall form integral part of the Contract Agreement.

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 ₹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 Instructions to Bidders, Part-III of Detailed Bid Document.

Thanking You,

Enclosed: As stated above.

Yours sincerely,

(P.S. Deb)
Executive Director
(Contracts & Procurement)

Bill of Quantities (BOQ)
for
Consultancy work of "Comprehensive Environmental Studies (Environmental Impact Assessment & Environment Management Plan) for Siang Upper Hydro Electric Project, Stage-II (3750 MW), Arunachal Pradesh, India"

Sl. No.	Description	Unit	Quantity	Unit Rate (in INR)	Amount (in INR)
(I)	(II)	(III)	(IV)	(V)	(VI)
1	To carry out Comprehensive Environmental Studies (EIA & EMP) of Siang Upper Hydro Power Project (3750 MW), Stage-II in Arunachal Pradesh including preparation of environmental action plan for mitigating the likely adverse impacts of the project on the biotic and abiotic environment of the area, including preparation of CAT Plan, Dam break analysis and Disaster Management Plan, R&R Plan, filling up of application form & questionnaire, preparation of presentation materials etc., including filling up of necessary Form, preparation of Terms of Reference (TOR), assisting NEEPCO in obtaining approval of TOR from MOE&F, attending various related meetings including Public Hearing and defending the proposal whenever and wherever required etc. till obtaining Environmental Clearance of the Project from MOE&F, Govt. of India and as specified in Terms of Reference (Part-V) of Detailed Bid Document.	Lump Sum	1	71,91,040.00	71,91,040.00
	Total=				71,91,040.00
(Indian Rupees Seventy-one Lakh Ninety-one Thousand and Forty only.					