



ISO 9001-2000,
ISO 140 01-1996
OHSAS 18001-1999



नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड

(भारत सरकार का उद्यम)

NORTH EASTERN ELECTRIC POWER CORPORATION LTD

(A GOVT. OF INDIA ENTERPRISE)

CIN U40101ML1976GOI001658

OFFICE OF THE EXECUTIVE DIRECTOR (CONTRACTS & PROCUREMENT)

BROOKLAND COMPOUND::LOWER NEW COLONY

SHILLONG-793003, MEGHALAYA

Website: www.neepco.co.in Email: contract_neepco@yahoo.com

PHONE: +91-364 2225547 FAX: +91 364-2222578

ANNEXURE-I

TERMS & CONDITIONS OF DETAILED ORDER

1. Scope:

To provide Annual Maintenance Contract Services for Local Area Network (LAN) system, comprising the active components and accessories as mentioned in Technical Specification of the Bid document, installed at the various locations of NEEPCO as detailed in the bid document

2. Contract Period:

- I. The contract period will be for a period w.e.f. date of LOI (06/01/2017) to 17/12/2017.
- II. The Contractor shall take over the Maintenance activities from the Engineer in-charge(s) in respect of all locations after issue of this Letter of Intent (LOI) for commencement of the Contract.
- III. In case the date of taking over is delayed for whatsoever reasons, the actual commencement of service shall be from the date of taking over the maintenance activities from Engineer-in-Charge.
- IV. The Corporation reserves the right to extend the contract period after the expiry of the Contract as per requirement at mutually agreed terms & conditions.

3. Contract Amount:

| Period of Service | Amount (Rs.) |
|--|---------------------|
| A. For period 06/01/2017 (Date of LOI) to 30/09/2017 | |
| A.1 For period 06/01/2017 to 31/03/2017 | 4,20,868.00 |
| A.2. For period 01/04/2017 to 30/09/2017 | 8,91,250.00 |
| B. For period 01/10/2017 to 17/12/2017 | 4,60,000.00 |
| TOTAL | 17,72,118.00 |

The contract amount shown at "A" above is on prorata basis of price quoted for the period 01/10/2016 to 30/09/2017 and in line with the clause 19.3 (A), Volume I, Section-III of the bid document.

4. The Contract amount will remain FIRM for the entire period of the contract.

5. Terms of payment:



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The payment terms shall be govern by the clause 19.3 (A), Volume I, Section-III of the bid document and as follows:

A. For period 06/01/2017 (Date of LOI) to 30/09/2017

A.1 For 06/01/2017 to 31/03/2017 : Payment shall be made on completion of satisfactory services for the period. In case of delay in commencement of service for whatsoever reasons after issue of the LOI, the payment shall be made on prorata basis at the discretion of the Engineer-in-charge.

A.2. For period 01/04/2017 to 30/09/2017 : Payment shall be made on completion of satisfactory services for the period.

B. For period of service: 01/10/2016 to 17/12/2017. Payment shall be paid on completion of satisfactory services for the period.

6.0 MODE OF PAYMENT:

All payments due to the Contractor shall be disbursed under e-payment system or any other convenient mode of payment. The Engineer-in-Charge or his authorized representatives will verify and certify the Contractor's bill, indicating payment instructions (full bank details) for disbursement.

The successful Bidder shall have to furnish the following information for receiving payment against the work through e-payment system:

- a. Name of beneficiaries:
- b. Name of the Bank:
- c. Branch of the Bank:
- d. IFSC code of the Branch:
- e. Account No.:
- f. City/Town:
- g. Fax No.:
- h. Telephone No.:
- i. E-mail address:

7.0 PAYING AUTHORITY:

Paying Authority for payments shall be the Sr. Manager (Fin), Bills (Bills), NEEPCO Ltd, Shillong or his authorized representative.

8.0 DEDUCTION FROM CONTRACT PRICE.

8.1 All costs, claims, damages or expenses which the Owner may have paid for which the Contractor is liable under the Contract, shall have to be refunded by the Contractor within 30 (thirty) days of receipt of the bills. If the bills are not paid within the said period, this may be deducted by the Engineer-in-Charge from the Performance Guarantee or from any money due or which will become due to the Contractor under this Contract.



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8.2 In addition to the other provisions of the bid document, which relates to the recovery by the Owner of any amounts that the Owner may have paid for which the Contractor is liable under the Contract, the Owner shall also be entitled to recover all dues in terms of the Contract including, but not limited to, Liquidated Damages for delay etc. by way of deductions from the payments due to the Contractor or that may become due to the Contractor in future or from any securities/guarantees under the Contract and/or otherwise.

8.3 In case of any dispute, the sum of money so withheld or obtained under this clause by the Owner will be kept withheld or retained as such by the Owner till all the claims arising out of the Contract is either mutually settled or determined by the Arbitrator, or by the competent Court, as the case may be, and that the Contractor shall have no claim for interest or damages whatsoever on this account

9.0 FINAL BILL:

The final payments to the Contractor shall be released only when the work is completed or on expiry of the contract period in all respect and accepted and shall include the adjustment of all claims against the contractor.

10.0 OTHER TERMS & CONDITIONS:

All other Terms and Conditions shall be governed by the stipulations of the Notice Inviting Tender, LOI and as per terms & conditions stipulated in the bid document.
