



नॉर्थ ईस्टर्न ईलैक्ट्रिक पावर कॉरपोरेशन लि.
(भारत सरकार का उपक्रम)

ISO 9001, 14001

& OHSAS 18001

North Eastern Electric Power Corporation Ltd.
(A Govt. of India Enterprise)
Office of the Executive Director (Corporate Planning)

No. NEEPCO/ED (CP)/G-111/2015-16/ 746

Date: 14.08.2015

To,

✓ Ernst & Young LLP,
22, Camac Street, Block- C,
3rd Floor, Kolkata- 700016,
West Bengal, India
Office: +91 33 6615 3400
Fax: +91 33 2281 7750
Website: <http://www.ey.com>

(Kind Attention: Mr. Abhaya Krishna Agarwal (email: abhaya.agarwal@in.ey.com))

Subject: Detailed Work Order for Consultancy Services for Due Diligence study of Dinchang HEP (252MW), Arunachal Pradesh.

Ref: 1. Limited Notice Inviting Bid No. 01 issued vide letter No. NEEPCO/ED (CP)/G-111/2015-16/515-519 Dated 09.07.2015.
2. Corrigendum to Limited tender No. NEEPCO/ED (CP)/G-111/2015-16/582-586 Dated: 24.07.2015
3. Your Quotation No.NIL dated 21.07.15 which was opened on 31/07/2015.

Dear Sir(s),

With reference to the above, the North Eastern Electric Power Corporation Limited (hereinafter referred to as the Corporation) is pleased to place this Detailed Work Order on M/s Ernst & Young LLP, (hereinafter referred to as the Consultant) for the Consultancy Services for Due Diligence Study of Dinchang HEP (252MW) at your quoted price of Rs 10, 26,000.00 (Rupees Ten Lakh Twenty Six Thousand) only inclusive of all taxes.

All terms and conditions as stipulated in the Detailed Bid document, correspondences from time to time shall hold good except to the extent of the following wherever they are at variance.

1. SCOPE OF SERVICE:

The scope of work shall include the following:

- Review of legal documents (MoA etc. signed by the M/s KSK Energy Ventures Limited with GoAP) to ascertain feasibility of acquisition of the Project by NEEPCO.
- Identification of potential risks of acquisition along with measures for mitigation / protection against such risks.



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iii) Due diligence of the expenditures incurred against the Project so far by the Developer, M/s KSK Energy Ventures Limited & / or the SPV.

2. **Contract Price:**

The Award rate for the entire scope of Consultancy Services for Due Diligence study of Dinchang HEP (252MW), Arunachal Pradesh is Rs 10,26,000.00 (Rupees Ten Lakh Twenty Six Thousand) only as per your quoted price.

The award rate shall be inclusive of all taxes, duties & levies etc and as per terms & conditions of Detailed Bid document.

3. **Consent Letter:** Letter of consent for carrying out due diligence study on Dinchang HEP (252MW), Arunachal Pradesh from KSK Energy Ventures Limited received mentioning contact persons Address/E-mail ID/phone no, is also enclosed.

4. **COMPLETION PERIOD:** The Services shall be completed in all respect within 21(twenty one) days from the date of issue of work order (W.O). The following time line shall be adhered to for completion of services:

I) **Submission of Draft Due Diligence Report:** 2(two) weeks from the date of W.O.

II) **Submission of Final Due Diligence Report:** 3(three) weeks from the date of W.O.

However, best efforts may be given to complete the works before schedule completion time, preferably within a week from the date of issue of this work Order.

5. **DELIVERABLES:** The Deliverable shall be submission of the Due Diligence Report as below:

i) Draft Due Diligence Report; Three (03) Hard Copies and one (01) soft copy in CD (both in word and pdf format).

ii) Final Due Diligence Report; Five (05) hard copies and three (03) soft copies in CD (both in word and pdf format).

6. **SCHEDULE OF PAYMENT :** The terms of payment shall be as below:

a. 50% of the Contract value inclusive of Service Tax shall be paid upon submission of the Draft Due Diligence Report.

b. 50% of the contract value inclusive of Service Tax shall be paid upon submission and acceptance of the Final Due Diligence Report.

7. **MODE OF PAYMENT:** All payment shall be through E-mode. The following information shall be submitted for receiving payments from the Corporation through e-payment system.

- i) Name of Beneficiaries.
- ii) Name of the Bank and Branch
- iii) IFSC code of the branch
- iv) Account no.
- v) Account type.
- vi) City/Town.
- vii) Telephone/Fax no.
- viii) E-mail address.



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8. **PAYING AUTHORITY:** All payments shall be made from the Corporation's Corporate Office, Shillong. The Sr. Manager (Bills), NEEPCO, Lower New Colony, Shillong shall be the paying authority. However, the invoices shall be submitted, in triplicate to this office for certification.

9. **Price Adjustment:**

This is a fixed cost contract with firm prices. No price adjustment shall be payable against the Contract and no claim in this regard shall be entertained during the entire period of contract.

10. **LIQUIDATED DAMAGES FOR DELAY:**

If, for reasons attributable to the Consultant, the Consultancy Services is not completed within the time for completion, NEEPCO shall be entitled to liquidated damages (which is a pre-estimate of the loss/damage NEEPCO would have suffered on account of delay) and the said damages shall be payable by the Consultant on demand without there being any proof from NEEPCO of the actual loss and damages caused by such delay and all sums payable by way of liquidated damages shall be considered a reasonable compensation without reference to the actual loss and damage which shall have been suffered by NEEPCO on account of such delay and not as a penalty.

The liquidated damages shall be payable for delay in completion of Services @ 1/2 % (Half percent) of the Contract Price per week of delay or part of week of delay, subject to a maximum of 10% of the Contract Price

You are requested to submit the following immediately so as to enable signing of the Contract Agreement.

- (i) A Contract Performance Guarantee is to be furnished in the form of Bank Guarantee for an amount equal to 10%(Ten percent) of Contract Price in the prescribed format as set out in Appendix-GCC1 in terms of clause 5.5 of Part-II(Instruction to Bidders and Forms & Data Sheets) of detailed Bid document within 15 (fifteen) days from the date of issue of this order .
- (ii) 9(nine) sheets of Non-Judicial Stamp Paper of Rs 10.00(Rupees Ten) each

You are also requested to submit your unconditional acceptance of this Detailed work Order and depute your representative holding Power of Attorney to attend this office for signing of the Contract Agreement within 15(fifteen) days from the issue of this detailed work Order.

Thanking you,

Yours sincerely

(Samarjit Chakravarty)
General Manager (CP)
NEEPCO, Shillong-03



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North Eastern Electric Power Corporation Ltd.
(A Govt. of India Enterprise)
Office of the Executive Director (Corporate Planning)

No. NEEPCO/ED (CP)/G-111/2015-16/ 747-750

Date: 14.08.2015

Copy to:

1. The Director (Technical) for kind information please. This has a reference to his approval vide U.O. no.65 dated 14.08.15
2. The GM (IT) for hoisting the D.W.O at NEEPCO website alongside Limited NIB No: 01 dtd 09-07-2015.
3. The Dy.General Mgr (F) Concurrence, for information please.
4. The Nodal Officer, CPP Portal, C&P Department, NEEPCO Ltd for hoisting the D.W.O in CPP Portal alongside Limited NIB No:01 dtd 09-07-2015


(Samarjit Chakravarty)
General Manager (CP)
NEEPCO, Shillong-03

प्राप्ति सं./Receipt No. 717 दिनांक/dtd 6/7/15
कार्यपालक निदेशक (सीपी) का कार्यालय
O/o E. D. (CP)
नीपको लि., शिल्लोंग-3
NEEPCO Ltd., Shillong-3

259



KSK Energy Ventures Limited

8-2-293/82/A/431/A
Road No. 22, Jubilee Hills
HYDERABAD - 500033
Tel: + 91-40-23559922 - 25
Fax: + 91-40-23559930
CIN No: L45204AP2001PLC057199

No: NEEPCO,SHI/MBK/1060101/229

18th June 2015

To
The Executive Director (CP),
NEEPCO Ltd.
Lower New Colony,
Shillong - 793003.
Meghalaya.

Kind Attn: Mr Giridhar Patowary

Sub: 252 MW Dinchang HEP in Arunachal Pradesh – Due Diligence study by
NEEPCO – regarding.
Ref: Ltr No: NEEPCO /ED(CP)/G-111/2015-16/406 dtd 17-06-2015

Dear Sir,


We are in receipt of letter under Reference.


We wish to inform that we consent to NEEPCO carrying out due diligence study on the project engaging a Consultant. We shall facilitate review of legal documents, site visit etc. required in this connection.

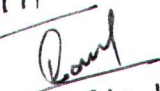
At Hyderabad Head Office, Mr Vikas Gupta, Phone No:9959899964 <vikas@ksk.co.in> and at Project site Mr Rakesh Kasba, Phone No: 9436272636 rakeshkasba@ksk.co.in will be the contact persons for the purpose.

Thanking you,

Yours faithfully,


(M Balakrishnan)
Authorized Signatory

DGM/CP:-

2/7/15
Sh. B. Jais
Sunder
2/7/15

G-111

8/7/15