



नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड

(भारत सरकार का उद्यम)

NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED

भारत सरकार का उद्यम A Govt. of India Enterprise

मिनीरत्न : श्रेणी-I Miniratna : Category-I

एनटीपीसी लिमिटेड की पूर्ण स्वामित्व वाली सहायक कंपनी A wholly owned subsidiary of NTPC

Website: www.neepco.co.in, E-mail: contract@neepco.co.in

OFFICE OF THE EXECUTIVE DIRECTOR (CONTRACTS & PROCUREMENT)

Brookland Compound :: Lower New Colony, Shillong-793 003

Corporate Identity Number (CIN): U40101ML1976GOI001658



ISO:9001, 14001 &  
45001

No.: NEEPCO/QP/ED/C&P/F/C/Pkg-I/Tato-II HEP-572/2025-26/ 1972

Dated: 09.01.2026

To,

M/s Mosh Varaya Infrastructure Limited.,  
Shri Ram Business Park, Amaseoni,  
Saddu, Raipur,  
Chhattisgarh-492014  
Email:civil@mvil.co.in

Attention: Shri Sriyans Jain, GM (Civil) & Power of Attorney Holder.

Sub: Letter of Acceptance (LOA) for the work of Package-I: Civil & Hydro-Mechanical Works of Diversion Tunnels pertaining to Tato-II Hydro Electric Project (700MW), Arunachal Pradesh.

- Ref: i) NIB No.: 482 dated 28.04.2025.  
ii) Corrigendum No.1 dated 05.06.2025.  
iii) Pre-Bid Clarifications No. 1 dated. 14.06.2025.  
iv) Corrigendum No. 2 dated 18.06.2025.  
v) Corrigendum No.3 dated 23.06.2025.  
vi) Corrigendum No.4 dated 24.06.2025.  
vii) Corrigendum No.5 dated 26.06.2025.  
viii) Pre-Bid Clarifications No. 2 dated. 01.07.2025.  
ix) Corrigendum No.6 dated 08.07.2025.  
x) Pre-Bid Clarifications No. 3 dated. 11.07.2025.  
xi) Minutes of meetings dated 08.09.25, 17.10.2025 & 04.11.2025.  
xii) Undertaking (s) dated 23.10.2025 on Commitment to Performance, submitted as per MOM 17.10.2025.

Dear Sir(s),

With reference to above, the North Eastern Electric Power Corporation Limited (hereinafter referred to as the "**Corporation**") is pleased to place this Letter of Acceptance (LOA) for the above-mentioned work, with M/s Mosh Varaya Infrastructure Limited. (hereinafter referred to as the "**Contractor**") as per scope of work, terms & conditions of the NIB No. 482 dated 28.04.2025, Bid document, subsequent Clarification, Corrigenda thereto issued from time to time, Minutes of Meetings dated 08.09.2025, 17.10.2025 & 04.11.2025 and the Undertaking dated 23.10.2025 affirming commitment towards performance of the contract & performance of its Sub-Contractor(s).

The salient Terms and Conditions are mentioned below for reference:

1. **SCOPE OF WORK:**

The overall scope of work covered under this Contract comprises of "Package-I: Civil & Hydro-Mechanical Works of Diversion Tunnels pertaining to Tato-II Hydro Electric Project



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(700MW), Arunachal Pradesh", complete in all respect, as indicated in Clause 2, Part-1 (Detail NIB) of Bid document.

The quantities of different items of works, as indicated in the Bill of Quantities (BOQ) enclosed at **Annexure-I** are tentative and may undergo changes.

The cost of materials and components not specifically stated in any items of BOQ but are necessary for satisfactory completion of the said item of works as per Technical Specifications in all respect, shall be deemed to have been included in the scope of work, for which no extra claim shall be entertained by the Corporation.

### 2. TIME OF COMPLETION:

The time of completion for the entire scope of work is 18 (Eighteen) months from the date of issue of Letter of Acceptance (LOA).

In terms of Clause 34 of Part-3, ITB and Clause 4.9 of Part-4, GCC(FIDIC1999), PCC of Bid Document, you are requested to submit the following to the Head of Project, Tato-II, H.E. Project, NEEPCO, Tato, Shi Yomi district, Arunachal Pradesh-791003, E-mail: [hop.tatohep@gmail.com](mailto:hop.tatohep@gmail.com), Phone: 9436164149 within 15 (fifteen) days from the date of issue of LOA, for his approval. The same shall form an integral part of the Contract Agreement.

- (i) Work Programme indicating the sequence of various activities and the order of procedure in which the contractor proposes to construct each structure/component of the Works;
- (ii) Mobilisation schedule of Manpower;
- (iii) Mobilisation schedule of Construction Equipment;
- (iv) Mobilisation schedule of main Materials indicating the source of the materials.
- (v) Quality Assurance Programme (QAP)

The Contractor shall strictly adhere to such Approved Work Programme, Mobilisation schedules and Quality Assurance Programme (QAP).

### 3. CONTRACT PRICE:

- (i) The Contract Price is **Rs. 129,56,04,841.71 (Rupees One Hundred Twenty-Nine Crores Fifty-Six Lakhs Four Thousand Eight Hundred Forty-One and Paise Seventy-One)** only including all applicable taxes, duties, levies, cess etc. as indicated in the BOQ enclosed at **Annexure-I**.
- (ii) The rates quoted against BOQ item Nos. 2.08, 2.11, 2.15 & 12.03 are identified as Abnormally High Rates (AHR) and shall not be taken as reference to evaluate rates of extra, substituted items etc. in terms of clause 23.1(iii) of Part-3 (ITB) of Bid Document.
- (iii) Further, the quoted rate of Rs. 60.00 per kWh against BOQ Item No. 1.02 (Dewatering of surface construction sites) shall not be subjected to variation due to quantity variation up to executed quantity of 4,00,000 kWh, in terms of Minutes of Meeting dated 04.11.2025, however price variation clause shall apply as per bid stipulations.





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#### 4. TAXES DUTIES, LEVIES ETC.:

The rates as indicated against various item of works in the BOQ are inclusive of all applicable taxes, duties, levies, cess etc. existing 28 (twenty-eight) days prior to latest date of submission of bids (i.e.15-07-2025). In this regard, provisions of Clause 13.7 and 14.1 of Part-4, GCC(FIDIC1999), PCC of Bid Document shall prevail.

#### 5. TERMS OF PAYMENT:

The payment to the Contractor for the works executed under the Contract shall be governed by the provision of sub-clauses under clause 14: Contract price and Payment of Part-4, GCC(FIDIC1999), PCC of Bid Document.

**Paying Authority:** All payments shall be made by the Head of Finance, F&A, Tato-II H.E. Project, NEEPCO Ltd., Tato, Shi Yomi district, Arunachal Pradesh-791003, who shall release the payment based on certification by the Engineer-in-Charge.

#### 6. PRICE ADJUSTMENT / VARIATION:

The Price adjustment and Variation against the Contract shall be admissible as per the provision of sub-clauses under clause 13: Variations and Adjustments of Part-4, GCC(FIDIC1999), PCC of Bid Document.

#### 7. ADVANCES AND RECOVERIES THEREOF:

Advances and Recoveries admissible in this work, shall be governed by the provision of sub-clauses under clause 14: Contract price and Payment of Part-4, GCC(FIDIC1999), PCC of Bid Document.

#### 8. COMMENCEMENT OF WORK:

The work shall be started immediately from the date of issue of Letter of Acceptance (LOA) as per the provisions of Clause 8.1 of Part-4, GCC(FIDIC1999), PCC of Bid Document.

#### 9. COMPENSATION FOR DELAY:

The compensation to be paid by the Contractor for delay in completing the work shall be governed by the provisions of sub-clauses under clause 8: Commencement, Delays and Suspension of Part-4, GCC(FIDIC1999), PCC of Bid Document.

#### 10. POWER SUPPLY:

The supply of power for the Contract shall be governed by the provisions of Clause 4.19 of Part-4, GCC(FIDIC1999), PCC of Bid Document.

#### 11. LABOUR:

The Contractor shall employ labour for execution of the work as per the provisions of sub-clauses under clause 6: Staff and Labour of Part-4, GCC(FIDIC1999), PCC of Bid Document.



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### 12. CONSTRUCTION PLANT AND EQUIPMENT:

The Contractor shall deploy all required plant, equipment and machinery in good and running condition for execution of the work as per provisions of Clause 4.17 of Part-4, GCC(FIDIC1999), PCC of Bid Document.

### 13. CONSTRUCTION MATERIALS:

The Contractor shall arrange and supply all materials required for the works, at his own expense, as per provisions of Clause 31, Part-3 of ITB and Clause 4.26 of Part-4, GCC(FIDIC1999), PCC of Bid Document.

### 14. TESTING, INSPECTION AND QUALITY ASSURANCE:

The Contractor shall submit a suitable Quality Assurance Programme (QAP) to the Engineer-In-Charge for his approval and approved QAP shall form an integral part of the Contract Agreement. The Contractor shall execute the work following the approved QAP as per the provisions of Clause 4.9 of Part-4, GCC(FIDIC1999), PCC of Bid Document.

### 15. SAFETY AND SECURITY:

The Contractor shall ensure the Safety and Security Measures as per the provisions of Clause 4.22 and Appendix-II of Part-4, GCC(FIDIC1999), PCC of Bid Document.

### 16. ENVIRONMENTAL PROTECTION MEASURES:

The Contractor shall ensure the Environmental Protection Measures as per the provisions of Clause 4.18 of Part-4, GCC(FIDIC1999), PCC of Bid Document.

### 17. CONSTRUCTION DRAWING

Approved Construction drawings shall be issued from time to time to the Contractor in a phased manner as per requirements for this Contract. in terms of clause 1.1.1.6 of Part-4, GCC(FIDIC1999), PCC of Bid Document.

### 18. PERFORMANCE SECURITY:

- (i) The Contractor shall deposit Performance Security equivalent to 5% ( five percent) of the Contract Sum i.e. for an amount of Rs.6,47,80,000.00 (Rupees Six Crores Forty Seven Lakhs Eighty Thousand) only along with an additional Performance Security by the Sub-Contractor equivalent to 5 % (five percent) of the subcontracted amount to this Office in the form of Bank Guarantee/ account payee Demand Draft/ Insurance Surety Bond / Fixed Deposit Receipt / online payment mode, within 21(twenty one) days from the date of issue of the LOA in terms of Clause 27 of Part-3, ITB and Clause 4.2 of Part-4, GCC(FIDIC1999),PCC of Bid Document.
- (ii) The Contractor shall also deposit Additional Performance Security for an amount of Rs. 13.85 Crore (Rupees Thirteen Crores Eighty-Five Lakhs) only in the form of Bank Guarantee, in terms of Minutes of Meetings dated. 17.10.2025 & 04.11.2025. The Bank Guarantee format for the additional Performance Security is attached herewith as **Annexure-II**.





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**19. RETENTION MONEY:**

Retention money equivalent to 5% shall be deducted from each interim payment in terms of Clause 14.3 of Part-4, GCC(FIDIC1999), PCC of Bid Document.

**20. PROGRESS MONITORING:**

The progress of the work shall be monitored as per provisions of Clause 4.21 of Part-4, GCC(FIDIC1999), PCC of Bid Document.

In addition, the Corporation will regularly and strictly monitor the performance of the Contract. The LOA shall be liable for cancellation at any stage, if the performance is found to be unsatisfactory.

**21. SIGNING OF CONTRACT AGREEMENT:**

- (i) The Contract Agreement shall be signed in 3 (Three) originals on Non-Judicial Stamp paper of Rs. 100.00 (Rupees one hundred), between the Corporation and the Contractor, within 28 (Twenty-Eight) days from the date of issue of Letter of Acceptance, in terms of Clause 26(iii), Part-3, ITB of Bid document.
- (ii) Until a formal Contract Agreement is executed, LOA read in conjunction with the bid document and subsequent Clarifications, Corrigenda thereto issued from time to time and Minutes of meetings dated 08.09.2025, 17.10.2025 & 04.11.2025 including undertaking (s) dated 23.10.2025 on Commitment to Performance submitted as per MOM 17.10.2025 shall constitute a binding Contract between the Contractor and the Corporation in terms of Clause 26(ii), Part-3, ITB of Bid document.

You are requested to acknowledge the receipt of this Letter of Acceptance and convey your unconditional acceptance of the same within 5(five) days from the date of issue of this LOA. Further, the documents mentioned at Serial 2 (i, ii, iii, iv and v), 14 and the Performance Security shall be submitted within the stipulated date to enable signing of the contract within 28 days of issue of this LOA.

Thanking You.

Enclo.: As above.

Yours sincerely,

  
Executive Director  
Contracts & Procurement