



ISO: 9001, 14001,
OHSAS 18001

नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड

(मिनी रत्न, श्रेणी-I, भारत सरकार का उद्यम)

NORTH EASTERN ELECTRIC POWER CORPORATION LIMITED

(Mini Ratna, Category-I, Government of India Enterprise)

CIN No. U40101ML1976GOI001658, Website: www.neepco.gov.in

CONTRACTS & PROCUREMENT

BROOKLAND COMPOUND :: LOWER NEW COLONY,

SHILLONG-793 003, MEGHALAYA

Ph. 91-364-222 4582, Fax. 91-364-222 2578, E-mail: contract_neepco@yahoo.com

No.: NEEPCO/ED/QP/C&P/F/C/PaHEP-422/2015-16/

Dated

To,

M/s. SMEC (India) Pvt. Ltd.,
5th Floor, Tower C,
DLF Building No. 8,
DLF Cyber City, Phase-II,
Gurgaon-122002,
Haryana,
Tel: 0124-4552800, 4501100,
Fax: 0124-4376018
E-mail: india@smec.com

(Kind Attention: Mr. George Lasek, Managing Director-India)

Sub: Detailed Work Order (DWO) for the work of "Environmental and Social Expert Services and Related Activities for Pare Hydro-Electric Project (2x55 MW) located in the Papumpare District of the State of Arunachal Pradesh, India".

Ref: (i) Your unconditional acceptance to LOI vide letter No. SMEC/WES/BD/16100383/1274 dtd.31-07-2015
(ii) Our Letter of Intent (LOI) No. NEEPCO/ED/QP/C&P/F/C/PaHEP-422/2015-16/999 dtd. 31-07-2015
(iii) Our email dtd 30.07.2015
(iv) Your Letter No. SMEC/WES/BD/16100383/1047 dtd. 18.06.2015
(v) Your Letter No. SMEC/WES/BD/16100383/983 dtd. 08.06.2015
(vi) Our letter No. NEEPCO/ED/QP/C&P/F/C/PaHEP-422/2015-16/460 dtd. 05.06.2015
(vii) Your Letter No. SMEC/WES/BD/16100383/758 dtd. 01-05-2015
(viii) Our letter No. NEEPCO/ED/QP/C&P/F/C/PaHEP-422/2015-16/107 dtd. 30-04-2015
(ix) Our letter No. NEEPCO/ED/QP/C&P/F/C/PaHEP-422/2014-15/2624 dtd. 25-03-2015
(x) Your letter No. SMEC/WES/BD/16100383/325 dtd. 24-02-2015
(xi) Negotiation meeting held with you on 23.02.2015 in Corporate Office, Shillong
(xii) Your letter No. Proposal/2014-15/303 dtd. 18-02-2015
(xiii) Our letter No. NEEPCO/ED/QP/C&P/F/C/PaHEP-422/2014-15/2328 dtd. 18-02-2015
(xiv) Your Letter No. SMEC/WES/BD/16100383/96 dtd. 22.01.2015
(xv) Our letter No. NEEPCO/ED/QP/C&P/F/C/PaHEP-422/2014-15/1933 dtd. 14-01-2015
(xvi) Our e-mail dtd. 14-01-2015
(xvii) Your Price Bid opened online on 30-10-2014
(xviii) Your online bid, Techno-commercial bid thereof opened online on 08-08-2014
(xix) Reply to Pre-Bid Queries issued on 25-07-2014
(xx) NIB No. 96 dtd. 23-06-2014

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 work of "Environmental and Social Expert Services and Related Activities for Pare Hydro-Electric Project (2x55 MW) located in the Papumpare District of the State of Arunachal Pradesh, India".

All Terms and Conditions as stipulated in Detailed Bid Document, Negotiation Meeting held on 23-02-2015 in Corporate Office, Shillong and Letter of Intent (LOI) dated 31-07-2015, shall hold good. It may be noted that no deviation from stipulations of Detailed Bid Document has been indicated in Data Sheet-6 of your submitted Bid. Therefore, any deviations 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 Works/Services:

The Scope of Works/ Services covered under this work shall be:

- a) Environmental and Social Monitoring Programme during Construction and Operation of Pare HEP, including suggestions for improvement, and the monitoring of Watershed Management for Pare HEP.
- b) Advice and installation of a warning system to warn of daily 'tidal' flows in the downstream river and other planned 'spilling' from the dam.
- c) Consultancy services and Training for the Preparation of EIAs acceptable to international Financing Institutions, including international expertise.
- d) Facilitation of NEEPCO Stakeholder consultation/participation in the Pare HEP Project area.

The Scope of Works/Services indicated at Sl. No. (b) & (d) of Notice Inviting Bids, Part-I of Detailed Bid Document have been excluded from the total Scope of Works, as agreed by you vide letter under Ref. (v) above. The Scope of Works shall be governed by 'Part-V: Terms of Reference and Price Schedule' and relevant Clauses of Detailed Bid Document.

2. Contract Price:

The Contract Price for the Scope of Works is Rs. 2,42,02,041.00 (Indian Rupees Two Crore, Forty Two Lakhs, Two Thousand and Forty One only) plus Service Tax at actual, as per details indicated in LOI under Ref. (ii) above.

The Contract Price is arrived at after exclusion of Scope of Services indicated at Sl. No. (b) & (d) of Notice Inviting Bids, Part-I of Detailed Bid Document, as agreed by you vide letter under Ref. (v) above, and in terms of Minutes of Negotiation Meeting held with you on 23-02-2015.

The Contract Price shall be based on the Terms and Conditions of Detailed Bid Document; Reply to Pre-Bid Queries thereof; Negotiation Meeting held with you on 23-02-2015; and your acceptance on exclusion of Scope of Services indicated at Sl. No. (b) & (d) of Notice Inviting Bids, Part-I of Detailed Bid Document vide letter under Ref. (v) above.

3. Time of Completion:

The time allowed for completion of the Scope of Works is 36 (thirty six) months from the date of issue of Letter of Intent, which shall be deemed to be essence of the Contract. The time allowed for completion of each of the services is indicated in Clause No. 3, 'Part-V: Terms of Reference and Price Schedule' of Detailed Bid Document. However, the Contract shall expire when, pursuant to the provisions of NIB, the services would be completed in all respects.

4. Final Acceptance Certificate:

Final Acceptance Certificate shall be issued by the Engineer-in-Charge to the Consultant at its request after 90 (Ninety) days of successful completion of the Environmental and Social Expert Services and related activities.

5. Terms of Payment:

Progressive payments towards various milestones shall be released during the currency of the Contract only after satisfactory accomplishment of respective milestones(s) duly certified and approved by the Engineer-in-Charge, as applicable. Milestones should match with the approved Methodology/Concept and Work Plan. Payments shall be released upon approval of relevant supporting documents which confirm fulfillment of respective milestones and as per Clause No. 19 of 'Part-IVA: General Conditions of Contract', Clause No. 4 of 'Part-IVB: Special Conditions of Contract' and Clause No. 9 (Schedule of Payment) of 'Part-V: Terms of Reference and Price Schedule' and other relevant provisions of Detailed Bid Document.

6. Price Adjustment / Variation:

The Contract Price shall remain firm till 18 (eighteen) months reckoned from zero date i.e. the date of placement of Letter of Intent. No price adjustment shall be entertained by NEEPCO during this period. However, after the stipulated period of 18 (eighteen) months, including the period of extension of time for

reasons not attributable to the Consultant, the price adjustment shall be allowed as stipulated in Clause No. 20 of 'Part-IVA: General Conditions of Contract' of Detailed Bid Document.

7. Liquidated Damages for delay:

If, for reasons attributable to the Consultant, the Environmental and Social Expert Services and related activities are 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 liquidity damages shall be payable for delay in completion of services as per Clause No. 30 of 'Part-IVA: General Conditions of Contract' of Detailed Bid Document.

8. Taxes, Duties, Levies etc.:

The Consultant shall be responsible for payment of all taxes/duties/levies etc. as applicable under prevailing laws, rules and guidelines of the Central Government and respective State Government of India.

The Contract Price is Rs.2,42,02,041.00 (Indian Rupees Two Crore, Forty Two Lakhs, Two Thousand and Forty One only) plus Service Tax at actual, which will be reimbursed by the Corporation to the Consultant at actuals on production of documentary evidence of payment.

In this context, Clause No. 21 of 'Part-IVA: General Conditions of Contract' and Clause No. 3.3 of 'Part-III: Instruction to Bidders and Forms & Data Sheets' of Detailed Bid Document, shall hold good.

9. Contract Performance Guarantee:

A Contract Performance Guarantee (CPG) is to be furnished in the form of Bank Guarantee for an amount equal to 10% (ten percent) of the Contract Price as per prescribed format as set out in Appendix-GCCI of Part-IVA of Detailed Bid Document, as per Clause No. 5.4 of 'Part-III: Instruction to Bidders and Forms & Data Sheets' of Detailed Bid Document.

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) Nos. of Non-Judicial Stamp Paper of Rs.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 'Part-III: Instruction to Bidders and Forms & Data Sheets' of Detailed Bid Document.

Thanking You,

Yours sincerely,

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