



# NORTH EASTERN ELECTRIC POWER CORPORATION LTD.

(A Government of India Enterprise)

CORPORATE IDENTITY NUMBER (CIN) U40101ML1976GOI001658

OFFICE OF THE EXECUTIVE DIRECTOR), SURVEY & INVESTIGATION

NEEPCO Bhawan ,R.G.Baruah Road, Sundarpur, Guwahati-781005, Assam

File NO. : NEEPCO/ED/S & I/GHY/T-28(W)/2014-15/

1348

Dated : 18/3/2015

To,

M/S Nirman C.E.  
Hatigaon, Bishnujyotipath  
Byelane-3, Pragatipath  
House No-14  
Guwahati-781038, Assam

**SUB :** Detailed Work Order for "Preparatory Technical Works for preparation of Detailed Project Report for Killing Hydro Electric Project (55 MW), Assam Meghalaya Border, India(Topographical Survey and River Survey Part)"

- Ref:
- (i) NIB No. 03 Dated 25/11/2014 issued vide Memo No. NEEPCO/ED/S & I/GHY/T-28(W)/2014-15/855-871 Dated : 26/11/2014, Tender Id No:33111
  - (ii) Your email dated: 19/12/2014 replying with latest Income Tax Clearance Certificate as sought from this office.
  - (iii) Techno-Commercial Bid opened online on 11/12/2014.
  - (iv) Your Price Bid opened online on 22/12/2014.
  - (v) Clarifications sought vide T.O. letter No. NEEPCO/ED/S & I/GHY/T-28(W)/2014-15/1050 Dated : 01/01/2015
  - (vi) Your clarifications submitted vide your letter No. NCE/NEEPCO/S & I/02 dated 02/01/2015.
  - (vii) Letter of Intent issued vide T.O. Memo No. NEEPCO/ED/S & I/GHY/T-28(W)/2014-15/1095 Dtd.19/01/2015
  - (viii) Your unconditional acceptance to LOI vide your letter No. NCE/NEEPCO/S & I/03 Dtd. 19/01/2015

Dear Sir,

With reference to above, the North Eastern Electric Power Corporation Limited (NEEPCO) is pleased to place this Detailed Work Order on you for the "Preparatory Technical Works for preparation of Detailed Project Report for Killing Hydro Electric Project (55 MW), Assam Meghalaya Border, India (Topographical Survey and River Survey Part)".

All Terms and Conditions as stipulated in Detailed Bid Document, LOI (Letter of Intent) shall hold good.

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The Salient Terms & Conditions are mentioned below for reference:

**1. Scope of Work :**

The scope of work includes the following:

- 1 Providing all materials, labour, equipments, hardware, software, their operation and maintenance for successful performance and completion of the topographical survey of the Project area covering all major project structures and their components, reservoir, infrastructure facilities, quarry and borrow area, river etc. and preparation of plans (maps) of the entire area/areas indicated in Bill of Quantities (Section –IV of Detailed Bid Document)
- 2 Establishment of permanent Bench Mark(s) at suitable locations with respect to the nearest Survey of India Bench Mark(s) including establishment of grids and reference pillars in the field as per necessity of the work. The Bench Mark(s) shall be carried with shifting of survey reference with close traverse for tying the control points/Bench Mark(s) of the national grid of the Survey of India. The Bench Mark(s) and other survey pillars shall be Reinforced Cement Concrete of size 0.60mx0.60mx1.0m with engraved Brass Plates of size 15cmx15cm on top.
- 3 Carrying out river cross sections and long-sections as specified in the Bill of Quantities by taking spot levels at 5m interval or less depending upon the site conditions and instructions of the engineer-in-charge.
- 4 Providing survey instruments, construction equipments, tools & plants, materials, labours, qualified surveyors, clearance of jungles, cutting of trees, earth work, scaffoldings, transport, supervision by competent engineers/surveyors, testing of materials, full insurance and all other incidental items as may be necessary for successful completion of the surveying , mapping and construction works etc.
- 5 Furnishing all field data and drawings in the form of soft and hard copies. 3(three) sets of hard copies of both initial submissions and final submissions shall be provided to the owner. Initial submission shall be examined and commented upon by the owner. Final submission shall be made with incorporation of comments furnished by the owner.



The detailed scope of work covered under the work "Preparatory Technical Works for preparation of Detailed Project Report for Killing Hydro Electric Project (55 MW), Assam Meghalaya Border, India (Topographical Survey and River Survey Part)" shall be governed by relevant Detailed Bid document published vide reference (1) above.

**2. Contract Price:**

The contract price is ₹ 52,68,636.00( Rupees Fifty Two Lakhs Sixty Eight Thousand Six Hundred Thirty Six only) which is your quoted price including service tax of 12.36% and all applicable Indian & Non-Indian Taxes, duties, levies, royalties, VAT, Cess, Mahal Charges, Octroi, Income-tax, Professional Tax, Works Contract Tax, Turn over Tax on work contract(if applicable) etc.

**3. Time of Completion:**

Time allowed for completion of the entire scope of work in all respect shall be **90(Ninety) Days** from the date of issue of LOI (Letter of Intent) i.e., **19/01/2015 to 18/04/2015**.

**4. Terms of Payment:**

The payment schedule shall be guided by Cl.No.2.7, Section-III, General Terms and Conditions of Detailed Bid Document.

**5. Price Escalation:**

The unit rates and the Lump Sum fixed price shall remain firm. No price adjustment in respect of any item of work provided in the BOQ shall be allowed as mentioned in Clause No.-2.6, Section-III, General Terms & Conditions of Detailed Bid Document.

**6. Defect Liability Period:**

The "DEFECT LIABILITY PERIOD" will remain for **12(Twelve) months**, starting from the date of completion of the work certified by the Engineer-in-Charge. The Corporation shall then issue to the Contractor a certificate indicating the completion of Defect Liability Period, after which the balance 10% payment shall be released by the F & A Wing, Guwahati.

**7. Penalty For Default In Completion Of Work In The Stipulated Time:**

The period for the work "Preparatory Technical Works for preparation of Detailed Project Report for Killing Hydro Electric Project (55 MW), Assam Meghalaya Border, India (Topographical Survey and River Survey Part)" will be the essence of the orders issued from time to time. In the event, if the Contractor fails to complete the work " Preparatory Technical Works for preparation of Detailed Project Report for Killing Hydro Electric Project (55 MW), Assam Meghalaya Border, India (Topographical Survey and River Survey Part)" within the stipulated period as indicated in the Work Order without valid and convincing reasons, penalty will be levied to the extent of **0.5 (zero point five) %** per week or part thereof of delay in completion time\_subject to maximum of **10 (ten) %** of the Order Value/Contract Price. The Corporation reserves the right to adjust liquidated damages either against the Contract Performance Guarantee/ Security Deposit or any amount that may be due or becomes due to the Contractor in any form.



#### 8. Deployment of Labour :

- (a) The labour to be engaged for the work shall be of the age of 18(Eighteen) years of above as per the relevant act.
- (b) Any claim of labour engaged in this work for future appointment in NEEPCO shall not be entertained.
- (c) Necessary medical & Sanitary facility to the labour is to be provided by the contractor as per relevant act.
- (d) It shall be binding on the part of contractor to possess necessary labour licences and EPF registration from the appropriate authority and to abide by all relevant provisions of prevailing Labour act.

#### 9. Force Majeure :

- a) Within the stipulated Completion time, if delay has occurred due to "**FORCE MAJEURE**" conditions, which are beyond the control of the Contractor, payment of penalty / payment of compensation as per Clause 2.12, Section-III of Detailed Bid Document, by the Contractor to NEEPCO LTD. on account of delay in stipulated Completion time may be waived at the discretion of the Executive Director (S & I), NEEPCO Ltd. R. G. Baruah Road, Guwahati-781005, Assam. The Contractor shall, however, apply to the Executive Director (S& I), NEEPCO Ltd., NEEPCO BHAWAN, R. G. Baruah Road, Guwahati-781005 for waiver of payment of Penalty in such cases, supported by documentary evidence of such occurrence. Decision of the Corporation as regards to acceptance of the reasons stated by the Contractor vis-à-vis imposition of penalty is final and binding on the Contractor.

#### 10. Arbitration:

In the event of disagreement / disputes arising in connection with execution of the order when placed, which cannot be settled in an amicable manner between the contractor and the Corporation, the matter shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Indian Arbitration & Conciliation Act, 1996 as amended from time to time or any statutory modification or reenactment thereof for the time being in force. The venue of such arbitration will be Guwahati.

Any dispute arising out of this Contract will be subjected to the jurisdiction of the Gauhati High Court, Assam.

#### 11. Security Deposit/ Contract Performance Guarantee (CPG):

Within 15(fifteen) days from the date of issue of the Work order, the Contractor shall, for due performance of the Contract, deposit to the Corporation a **Security Deposit / Contract Performance Guarantee (CPG) for ` 5, 26,864.00(Rupees Five Lakhs Twenty Six Thousand Eight Hundred Sixty Four only)** only, in the form of Bank Guarantee as per the prescribed format provided at Annexure-II of Section-II of Bid Documents. On submission and acceptance of CPG in prescribed format and after signing of the Contract Agreement between the Corporation and the Contractor, the Bid Security/Earnest Money Deposit shall be returned. The CPG shall be issued by a Nationalised Bank/Scheduled Bank located in the country of the Corporation. The Bank Guarantee furnished against CPG shall remain valid for the entire contract period and for a further



period of 3 (three) months beyond the contract period. In case, contract period is extended, the Contractor shall extend the validity of BG(s) for the extended period of contract and for further 3 (three) months from the extended period of contract. The CPG shall be retained by the Corporation and shall be released after 3 (three) months from the date of issue of Completion Certificate by the Corporation, provided that the Engineer-in-Charge is satisfied that there is no demand outstanding against the Contractor. No interest shall be payable to the Contractor by the Corporation against the CPG. The cost of complying with the requirements of this Clause shall be borne by the Contractor.

## 12. Taxes, Duties and Levies etc:

The Contractor shall be solely responsible for all applicable Indian & Non-Indian Taxes, Duties, Levies, Royalties, VAT, Cess, R & D cess, Mahal Charges, Octroi, Income Tax, Professional Tax, Works Contract Tax, Service Tax, that may be levied by the Government or any other body and lawfully assessed against the work, during currency of the contract. The Service Tax shall be paid at actual during currency of the contract. Any increase in the aforesaid taxes, duties, levies, etc. that may arise during the currency of the Contract shall not be paid by NEEPCO except Service Tax.

### **Income Tax and Corporate Tax:**

Income Tax and surcharge thereof leviable as per the taxation laws of India on the contractor or its personnel in respect of income arising in favour of either of the contractor or its personnel under this Contract Agreement, shall be the absolute liability of the contractor and not of the Owner.

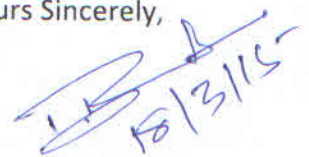
In this context, Cl.No.18, Section-II (Instruction to Bidders) of Detailed Bid Document shall hold good.

No additional claim shall be entertained by the Corporation.

You are hereby requested to depute your authorized representative, holding Power Of Attorney to attend this office along with 3(Three) sheets of Non-Judicial Stamp Paper of Rs.100.00 (Indian Rupees One Hundred only) each, to be purchased in the State of Assam, 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 No. 21(f) Of Instruction to Bidders of Section-II of the Detailed Bid Document.

Thanking you.

Yours Sincerely,



( Sri Tulshi Baruah)

Executive Director

Survey & Investigation

NEEPCO Ltd.,Guwahati

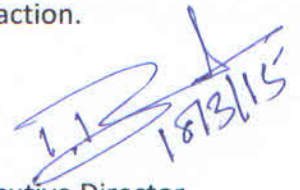
NOT IN ORIGINAL :

Memo No.: NEEPCO/ED/S & I/GHY/T-27/2014-15/ 1349-59

Dated : 18/3/15.

Copy to :

1. The P.S. to Chairman & Managing Director, NEEPCO Ltd., Shillong for favour of kind information to the CMD, NEEPCO, Shillong please.
2. The P.S. to Director (Finance), NEEPCO Ltd., Shillong for favour of kind information to the Director(F), NEEPCO Ltd., Shillong please.
3. The P.S. to Director (Technical), NEEPCO Ltd., Shillong for favour of kind information to the Director(T), NEEPCO Ltd., Shillong please.
4. The Chief Vigilance Officer, NEEPCO Ltd., Shillong for favour of kind information please.
5. The Executive Director (CPM), NEEPCO Ltd., Shillong for kind information please.
6. The Executive Director (C), Corporate Planning, NEEPCO Ltd., Shillong for information please.
7. The General Manager (IT), NEEPCO Ltd., Shillong for hosting the DWO at NEEPCO's website. The soft copy is sent separately.
8. The Company Secretary-cum-L.A., NEEPCO Ltd., Shillong for information please.
9. The Sr. Manager (C), Killing HEP, Killing for information & necessary action.
10. The Nodal Officer, CPP Portal, Contracts & Procurement Department, NEEPCO Ltd., Shillong for hosting the DWO in CPP's Portal .The soft copy is sent separately.
11. The Manager (Finance), NEEPCO Ltd., Guwahati for information & necessary action.

  
18/3/15

Executive Director  
Survey & Investigation  
NEEPCO Ltd.,Guwahati

O/C



**Name of Work:** "Preparatory Technical Works for preparation of Detailed Project Report for Killing Hydro Electric Project (55 MW), Assam Meghalaya Border, India (Topographical Survey and River Survey Part)"

**BILL OF QUANTITIES(BOQ)**

Sl. No.	Items of Work	Unit	Qty.	Rate (Including Service Tax @ 12.36%)	Total Amount [Col(4) x Col(5)]
1	2	3	4	5	6
1.	Topographical Survey, preparation and submission of contour plans/ maps of: Establishment of permanent Bench Mark at suitable locations with respect to the nearest Bench Mark of the Survey of India (SOI) including construction of R.C.C. survey pillars 0.6m x 0.6m x 1.0m and providing and fixing Brass plates thereon of size 15cm x 15cm and punching thereon, complete as directed by the Engineer-in-Charge.	No.	12	4225.04	50,700.47
2.	Shifting of survey reference with close traverse for tying the control points/ bench marks of the project area with triangular points/ Bench Mark of the national grid of the Survey of India (SOI). a) In Plain Terrain b) In Hilly Terrain	K.M. K.M.	70 41	2569.40 5780.41	1,79,858.00 2,36,996.81
3.	Topographic Survey of Reservoir Area in 1:2500 with contour interval of 2 m covering up to MWL + 5 m.	Ha	40	4928.71	1,97,148.40

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Sl. No.	Items of Work	Unit	Qnty.	Rate (Including Service Tax @ 12.36%)	Total Amount [Col(4) x Col(5)]
1	2	3	4	5	6
4.	Dam, Spillway and Intake area covering an area up to 250 m on the upstream and 500 m on the downstream of the dam axis extending up to MWL + 5 m in 1:500 with contour interval of 2 m.	Ha	38	5915.89	2,24,803.82
5.	Strip survey of 200 m wide (100 m on either side of the centre line of) <b>Water Conductor System, Tunnel, Penstock</b> in 1:500 with 2 m contour interval (Excluding Surge Shaft location).	Ha	198	5915.89	11,71,346.22
6.	<b>Powerhouse, Tailrace, Transformer Yard, Switchyard, Surge Shaft</b> areas in 1:500 with 2 m contour interval.	Ha	48	5915.89	2,83,962.72
7.	<b>Quarry and Borrow Areas</b> in 1:500 with 2 m contour interval.	Ha	10	5915.89	59,158.89
8.	<b>Areas of Colony, Office Complex, Camp, Store, Magazine, Workshop, Laboratory</b> etc. In 1:1000 with 2m contour interval.	Ha	60	5283.23	3,16,993.80
9.	<b>River Cross Sections (part above water level on both side of river and part below water level to be done by Topographic Survey):</b> Dam location: a) Upstream: Survey and maps of river X-Sections at every 100 m interval up to MWL+ 5 m for a distance up to 2.0 Km upstream of Dam Site in horizontal scale of 1: 500 and vertical scale of 1:100. b) Downstream: Survey and maps of river X-Sections at every 100 m interval up to				
			21	8447.69	1,77,401.49
		No.	31	8447.69	2,61,878.39



Sl. No.	Items of Work	Unit	Qty.	Rate (Including Service Tax @ 12.36%)	Total Amount [Col(4) x Col(5)]
1	2 historical/ observed High Flood Level(HFL)+ 5 m for a distance up to 3.0 Km downstream of Dam Site in horizontal scale of 1: 500 and vertical scale of 1:100. Powerhouse location: c) Upstream: Survey and maps of river X-Sections at every 100 m interval up to historical/ observed High Flood Level(HFL)+ 5 m for a distance up to 2.0 Km upstream of Powerhouse/ Tailrace Site in horizontal scale of 1: 500 and vertical scale of 1:100. d) Downstream: Survey and maps of river X-Sections at every 100m interval up to historical/observed High Flood Level (HFL) + 5 m for a distance up to 3.0 Km downstream of Powerhouse/ Tailrace in horizontal scale of 1: 500 and vertical scale of 1:100.	3 No. No.	4 21 31	5 8447.69 8447.69	6 1,77,401.49 2,61,878.39
10.	<b>River Long (L) Section (by Topographical Survey):</b> a) Upstream of Dam: Survey and maps of river L-Section upstream of dam along the deepest river bed level up to elevation of MWL+5m, i.e. up to (514 m+5 m=) 519 m. in horizontal scale of 1: 10000 and vertical scale of 1:100. b) Between Dam & Powerhouse: Survey and	K.M.	3	21119.21	63,357.63
10				21119.21	2,11,192.10

Sl. No.	Items of Work	Unit	Qty.	Rate (Including Service Tax @ 12.36%)	Total Amount [Col(4) x Col(5)]
1	2	3	4	5	6
	maps of river L-Section along the deepest river bed level in the entire reach between Dam and Powerhouse/ Tailrace in horizontal scale of 1: 10000 and vertical scale of 1:100.	K.M.	10		
	c) Downstream of Powerhouse: Survey and maps of river L-Section along the deepest river bed level in the downstream of Powerhouse/ Tailrace up to 10 Km downstream of Powerhouse/ Tailrace in horizontal scale of 1: 10000 and vertical scale of 1:100.	K.M.	10	21119.21	2,11,192.10
11	Survey and maps of Access & other roads on scale of 1:1000 in 2m contour interval.	Ha	200	5283.23	10,56,646.00
12	Providing and installation of reinforced cement concrete survey pillars of size 0.15m x 0.15m x 1.20m at sites of all the major structures and their components and along periphery of reservoir submergence area.	No.	30	4223.96	1,26,718.80
				Total	Rs.52,68,635.52

Say, Rs. 52, 68,636.00

**(Rupees Fifty Two Lakhs Sixty Eight Thousand Six Hundred Thirty Six) only**

**Note:1.** The quantities of works indicated in the above BOQ are approximate. The Contractor may have to carry out additional works as may be required and as directed by the by the Engineer-in-Charge. In case of increase and decrease in the quantities of any/or all BOQ items of work, the mentioned at Col (5) shall be applicable for such deviations. No additional claim whatsoever due to such



deviation(s) shall be entertained. However, if the quantities are increased by more than 25% of Work order value, reasonable additional time for completion of such increased work shall be mutually decided and granted by the Engineer-in-Charge without levy of penalty.

2. The rates of Col(5) in Bill of Quantities are taken as per rates quoted by M/S NIRMAN C.E., Contractor & rates are inclusive of all applicable Indian & Non-Indian Taxes, Duties, Levies, Royalties, VAT, Cess, Mahal Charges, Octroi, Income Tax, Professional Tax, Works Contract tax, Turn over tax on Work Contract, (if applicable) **Service Tax @ 12.36%** etc. No additional claim shall be entertained by the Corporation on this account.



(Sri Tulshi Baruah)  
Executive Director  
Survey & Investigation  
NEEPCO Ltd., Guwahati