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नॉर्थ ईस्टर्न इलेक्ट्रिक पावर कॉर्पोरेशन लिमिटेड

(भारत सरकार का उद्यम)

NORTH EASTERN ELECTRIC POWER CORPORATION LTD.

(A Govt. of India Enterprise)

Office of the Executive Director, Contracts and Procurement
Brookland Compound, Lower New Colony, Shillong- 793003
Phone No.0364-2227784; E-mail: contract@neepco.co.in
Website: www.neepco.co.in; CIN - U40101ML1976GOI001658



No. NEEPCO/QP/ED/C&P/F/C/KhPS-HM/580/VOL-II/2023-24/ 775

Dated 18-10-2023

To

**M/s Abir Infrastructure Pvt. Ltd.,
Sondatt Chamber-1, LG-5,
Bhikaji Cama Place,
New Delhi- 110066
Email: Ravikumar.a@abir.in**

Sub:- Tender for the work of "Design, fabrication, supply, installation & commissioning of penstock & steel in-liner of Khandong Power Station (2 x 23 MW), Umrongso, Assam" – Detailed Work Order (DWO) thereof.

- Ref: 1. Your unconditional acceptance of LOI vide letter No. ABIR/NEEPCO/KhSP/2023-24/03 dated 16.10.2023
2. LOI No. NEEPCO/QP/ED/C&P/F/C/KhPS-HM/VOL-II/580/2023-24/749 dated 13-10-2023
3. Your tender submitted online on 28-08-2023.
4. Clarification No. 01 dated 16-08-2023.
5. Corrigendum No. 01 dated 16-08-2023.
6. NIB No.434 dated 01-08-2023.

Dear Sir(s),

With reference to the above, the North Eastern Electric Power Corporation Limited (NEEPCO) (hereinafter referred to as the "**Corporation**") is pleased to place this Detailed Work Order for the above mentioned work with **M/s Abir Infrastructure Pvt. Ltd., New Delhi**, at its quoted price as per the Bill of Quantities (BOQ) enclosed at **Annexure-A**, Scope, Terms & Conditions stipulated in the Detailed Bid Document, its subsequent corrigenda & clarification and as indicated in the LOI No. 749 Dated 13.05.2023.

Few of 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 the following:

"Design, fabrication, supply, installation & commissioning of penstock & steel in-liner of Khandong Power Station (2 x 23 MW), Umrongso, Assam " in all respect as per the Technical Specifications, Part-5 of the Detailed Bid Document.

The quantities of different items of works as indicated in the Bill of Quantities (BOQ) enclosed at **Annexure-A** are tentative and may undergo changes during execution. The Contractor shall execute the entire quantity of work required for completing the job as per specifications, drawings and direction of Engineer-in-Charge at the rates entered in the Bill of Quantities.

The cost of materials and components not specifically stated in any item of Bill of Quantities but are necessary for satisfactory completion of the said item of works as per Technical

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Specifications in all respect, shall be deemed to have been included in the scope of work, and the same shall be carried out at no extra cost to the Corporation.

2. Contract Price:

The Contract Price is **Rs.46,18,27,279.00 (Rupees forty six crore eighteen lakh twenty seven thousand two hundred seventy nine) only inclusive of 18% GST**, as indicated in the BOQ enclosed at **Annexure-A**.

3. Commencement of Work:

The work is to be started from the date of issue of Letter of Intent (i.e. 13.10.2023) as per the provisions of Clause 26(i), Part-3, Instruction to Bidders of the Bid Document and Clause 27, Part-4, Conditions of Contract of the Bid Document.

4. Completion Time:

The entire work under this Contract shall be completed in all respect within 14(fourteen) months from the date of issue of Letter of Intent. The Contractor shall strictly adhere to Approved Work Programme, Mobilisation Schedule of Manpower, Mobilisation Schedule of Plants & Equipment, Mobilisation Schedule of Materials and Quality Assurance Plan, for completing the works in all respect in 14(fourteen) months from the date of issue of Letter of Intent.

5. Taxes, Duties, Levies etc.:

The rates as indicated against various items of works in the Bill of Quantities are inclusive of all applicable Indian and Non-Indian Taxes, Duties, Levies, Cess etc. that may be leviable by Government or any other agency, existing 28 (twenty eight) days prior to the latest date of submission of the bids (latest date of submission of Bid is 28.08.2023).

Any variation (increase/decrease) in the above-mentioned taxes, duties, etc. including introduction of new taxes, duties, etc. that may arise after the Base Date i.e. 28.08.2023 during the currency of the Contract shall be adjusted in the Contract Price on production of documentary evidence.

All other provisions of Clause 61, Part-4, Conditions of Contract of the Bid Document, shall prevail in this regard.

6. Terms of Payment:

The payment to the Contractor for the performance of the works under the Contract shall be governed by the provisions of Clause 52, 53, 54 & 55 of Part-4, Conditions of Contract of the Bid Document and other relevant provisions in the Bid Document and its subsequent Corrigenda & Clarification.

7. Price Adjustment/ Variation:

Price adjustment in respect of the work shall be governed by the provisions of Clause 73, Part-4, Conditions of Contract of the Bid Document.

8. Advances and Recovery:

Advances for Initial Mobilisation and Plant & Equipment shall be governed by the provisions of Clause 71, Part-4, Conditions of Contract of the 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 Clause 25, Part-4, Conditions of Contract of the Bid Document.



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10. Construction Drawings:

Approval to design and construction drawing shall be accorded/issued progressively by NEEPCO to the contractor as per requirement of work.

11. Detailed Work Programme, Mobilisation Schedules of Manpower, Plants & Equipment and Materials:

In terms of Clause 33, Part-3, Instruction to Bidders of the Bid Document, within 15(fifteen) days of issue of LOI, the Contractor shall submit the following:

- Detailed Work Programme indicating the sequence of various activities and the order of procedure proposed to be adopted for carrying out and to complete the work in all respect within the stipulated time of completion.
- Mobilisation Schedule of Manpower.
- Mobilisation Schedule of Plants & Equipment.
- Mobilisation Schedule of Materials required for the job indicating the source.

The above documents shall be submitted to the Head of Power Station, Kopili Hydro Power Station, KHPS, NEEPCO Ltd., Umrongso, Dima Hasao District, Assam, for his approval with an intimation to this Office. The Contractor shall strictly adhere to such Approved Work Programme and Mobilisation Plan and the same shall form an integral part of the Contract Agreement.

12. Testing, Inspection and Quality Assurance Control Programme:

The Contractor shall adopt suitable Quality Assurance Programme as per the provisions of Clause 46, Part-4, Conditions of Contract of the Bid Document. The Contractor shall submit a Quality Assurance Plan (QAP) to the Head of Power Station, Kopili Hydro Power Station, KHPS, NEEPCO Ltd., Umrongso, Dima Hasao District, Assam, for his approval within 15(fifteen) days of issue of LOI with an intimation to this Office and the approved QAP shall form an integral part of the Contract Agreement.

13. Power Supply:

The supply of power for the Contract shall be governed by the provisions of Clause 32, Part-3, Instruction to Bidders of the Bid Document.

14. Labour:

The Contractor shall employ the labour for the Contract as per the provisions of Clause 35, Part-4, Conditions of Contract of the Bid Document.

15. Construction Plant and Equipment:

The Contractor shall deploy all necessary plant, equipment and machinery required for execution of the work, as per Clause 41, Part-4, Conditions of Contract and Clause 30, Part-3, Instruction to Bidders of the Bid Document.

16. Materials:

The Contractor shall arrange and supply all materials, consumables etc. required for the works at his own expense, as per provisions of Clause 31, Part-3, Instruction to Bidders and Clause 48, Part-4, Conditions of Contract of the Bid Document and its subsequent Clarification.



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17. Safety and Security:

The Contractor shall ensure the Safety, Security and Protection measures as per provisions of Clause 64, Part-4, Conditions of Contract of the Bid Document.

18. Environmental Protection Measures:

The Contractor shall ensure the Environmental Protection Measures as per provisions of Clause 16, Part-4, Conditions of Contract of the Bid Document.

19. Security Deposit:

Security Deposit of 3% (three percent) on the total value of the work actually executed inclusive of escalation and value of extra works etc. will be deducted from every interim payment made on account of this work for the due performance of the Contract as per provisions of Clause 3, Part-4, Conditions of Contract of the Bid Document.

20. Signing of Agreement:

- i) The Contract Agreement shall be signed by the Corporation and the Contractor following the issue of Detailed Work Order along with acceptance thereof and the acceptance of the ISD by the Corporation, in terms of Clause 26, Part-3, Instruction to Bidders of the Bid Document. The Contractor shall submit 3(three) Nos. of Non-Judicial Stamp Papers of Rs.100.00 (Rupees one hundred only) each to be purchased by the Contractor in the State of Meghalaya for signing the Contract Agreement.
- ii) Until a formal Contract Agreement is executed, the LOI, DWO read in conjunction with Bid Documents, its subsequent Corrigenda & Clarification issued thereto, shall constitute a binding Contract between the Contractor and the Corporation in terms of Clause 26(ii), Part-3, Instruction to Bidders of the Bid Document.

You are requested to kindly acknowledge the receipt of this Detailed Work Order and convey your unconditional acceptance of the same within 5(five) days from the date of issue of this DWO to enable signing of the Contract Agreement.

Encl: Annexure-A

Thanking you,

Yours sincerely,

Signature
18/10/23

Chief General Manager(E/M)
i/c Contracts & Procurement