



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

मिनीरल : श्रेणी-I Miniratna : Category-I

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

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OFFICE OF THE EXECUTIVE DIRECTOR (CONTRACTS & PROCUREMENT)

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ISO: 9001, 14001,
& 45001

No. NEEPCO/QP/ED/C&P/F/C/HeoHEP(EPC)-625/Vol-I/2025-26/ 578

Dated. 20-05-2025

To,

Patel Engineering Limited,

Patel Estate Road, Jogeshwari (West),

Mumbai-400102

Phone: 022 - 26767500/ 26767701/ 9833056668

Email: contract@pateleng.com

Kind Attention: Mr. James Kurian, Vice President-Tendering and Estimation of the Company.

Sub: Letter of Acceptance (LOA) for the work of "Engineering, Procurement, Construction and Commissioning of Civil, Hydromechanical works and Specified Permanent Project Roads for Heo Hydro Electric Project (240 MW) in Shi-Yomi District, Arunachal Pradesh".

- Ref: (i) NIB No. 467 Dated 27-11-2024
(ii) Corrigendum No. 1 Dated 01-01-2025
(iii) Minutes of Pre-Bid Meeting held on 10-01-2025
(iv) Corrigendum No. 2 Dated 28-01-2025
(v) Corrigendum No. 3 Dated 07-02-2025
(vi) Corrigendum No. 4 Dated 21-02-2025
(vii) Pre-bid Clarifications No. 1 Dated 22-02-2025
(viii) Corrigendum No. 5 Dated 25-02-2025
(ix) Pre-bid Clarifications No. 2 Dated 26-02-2025
(x) Corrigendum No. 6 Dated 04-03-2025
(xi) Pre-bid Clarifications No. 3 Dated 07-03-2025
(xii) Corrigendum No. 7 Dated 13-03-2025
(xiii) Pre-bid Clarifications No. 4 Dated 13-03-2025
(xiv) Corrigendum No. 8 Dated 17-03-2025
(xv) Corrigendum No. 9 Dated 18-03-2025
(xvi) Your submission of online Bid opened on 28-03-2025
(xvii) This Office email Dated 08-04-2025, 12-04-2025 & 18-04-2025 seeking clarifications on Techno-Commercial Bid.
(xviii) Your email Dated 09-04-2025, 16-04-2025 & 21-04-2025 submitting clarifications on Techno-Commercial Bid.
(xix) This Office email Dated 27-04-2025 seeking clarifications on Price Bid.
(xx) Your email Dated 28-04-2025 submitting clarifications on Price Bid.
(xxi) Minutes of Price Negotiation meeting held on 29-04-2025 and 30-04-2025

Dear Sir(s),

With reference to above, the North Eastern Electric Power Corporation Limited (hereinafter referred to as the "Employer") is pleased to place this **Letter of Acceptance (LOA)** for the above mentioned work,

with **Patel Engineering Limited, Mumbai-400102** (hereinafter referred to as the “**Contractor**”) as per scope, terms & conditions of the NIB No. 467 Dated 27-11-2024, Bid document, Corrigenda and Pre-Bid Clarifications issued thereto, Minutes of Price Negotiation meeting held on 29-04-2025 and 30-04-2025.

The salient Terms and Conditions are mentioned below for reference:

1. SCOPE OF WORK:

The scope of works covered under this Contract comprises of “**Engineering, Procurement, Construction and Commissioning of Civil, Hydromechanical works and Specified Permanent Project Roads for Heo Hydro Electric Project (240 MW) in Shi-Yomi District, Arunachal Pradesh**”, complete in all respect, as indicated in Clause 2 of Vol-I, Part-1 (Detail NIB) of Bid document.

The Contractor shall execute the entire scope of work in all respect required for completion of the Works as per Employer’s Requirements, Particular Conditions of Contract, General Conditions of Contract and all other terms and conditions stipulated in the Bid Document, Corrigenda and Pre-Bid Clarifications issued thereto.

2. TIME OF COMPLETION:

The time of completion for the entire scope of work is 44 (forty-four) months reckoned from the date of issue of Letter of Acceptance (LOA). Initial 6(six) months from the date of LoA (May 2025) shall be for mobilization, Road works and infrastructure development of the contractor. Balance 38(thirty-eight) months from November 2025 to December 2028 for completion of Main Works.

In terms of Clause 34 of Vol-I, Part-2 (ITB) and Clause 4.9 of Vol-III, Part-2 (PCC) of Bid Document, the Contractor shall submit the following to the Engineer-in-Charge/ Employer’s Representative i.e. Head of Project, Heo H.E. Project, NEEPCO Ltd., BPO: Tato, Dist.: Shi Yomi, Arunachal Pradesh-791001, E-mail: hop.tatohep@gmail.com, Mobile: 9436164149, within 28 (twenty eight) 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 he 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:

The Contract Price is **Rs. 711,28,53,000.00 (Rupees Seven Hundred Eleven Crore, Twenty Eight Lakh, Fifty Three Thousand)** only, as indicated in the Price Schedule enclosed at **Annexure-I**. The following shall be noted:

- (i) With reference to the Minutes of Price Negotiation Meeting held on 29-04-2025 and 30-04-2025, the Contract Price is arrived at by application of discount @ 1% on the rates of all items of Price Schedule quoted in Price Bid.
- (ii) The Contract price is inclusive of all applicable taxes, duties, levies, cess etc. in terms of Bid conditions.

4. TAXES DUTIES, LEVIES ETC.:

The rates/prices as indicated against various item of works in the Price Schedule are inclusive of all applicable taxes, duties, levies, cess etc. as on 28 (twenty eight) days (i.e. 27-02-2025) prior to the

latest date for submission of bids (i.e. 27-03-2025). In this regard, provisions of Clause 13.7 and 14.1 of Vol-III, Part-2(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 provisions of sub-clauses under Clause 14 (Contract Price and Payment) of Vol-III, Part-2(PCC) of Bid Document.

Paying Authority: All payments shall be made by the Head of Finance, F&A, Heo H.E. Project, NEEPCO Ltd., BPO: Tato, Dist.: Shi Yomi, Arunachal Pradesh-791001, who shall release the payment based on certification by the Engineer-in-Charge/ Employer's Representative.

6. PRICE ADJUSTMENT / VARIATION:

The Price adjustment and Variation against the Contract shall be admissible as per the provisions of sub-clauses under Clause 13 (Variations and Adjustments) of Vol-III, Part-2(PCC) of Bid Document.

7. ADVANCES AND RECOVERIES THEREOF:

Advances and Recoveries admissible in this work, shall be governed by the provisions of sub-clauses under Clause 14 (Contract Price and Payment) of Vol-III, Part-2(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 Vol-III, Part-2(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 Vol-III, Part-2(PCC) of Bid Document.

10. DESIGN AND DRAWINGS:

The Contractor shall submit a schedule for submission of design & drawings to the Head of Design & Engineering (D&E) Department, NEEPCO Ltd., Guwahati for approval. Following the schedule, the Contractor shall submit their detailed design and drawings for the relevant items of works conforming to the Employer's requirements and requirements matching with the Approved Construction Programme to the Head of Design & Engineering (D&E) Department, NEEPCO Ltd., Guwahati for approval. The Contractor shall execute the work as per the approved design & drawings.

11. POWER SUPPLY:

The supply of power for the Contract shall be governed by the provisions of Clause 4.19 of Vol-III, Part-1(GCC) and Clause 1.9.2 of Vol-II A (Project Profile) of Bid Document.

12. 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 Vol-III, Part-2(PCC) of Bid Document.

13. 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 Vol-III, Part-2(PCC) of Bid Document.



14. CONSTRUCTION MATERIALS:

The Contractor shall arrange and supply all materials required for the works, at his own expense, as per provisions of Clause 31 of Vol-I, Part-2(ITB) of Bid Document.

15. TESTING, INSPECTION AND QUALITY ASSURANCE:

The Contractor shall submit a suitable Quality Assurance Programme (QAP) to the Engineer-in-Charge/ Employer's Representative 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 Vol-III, Part-2(PCC) of Bid Document.

16. SAFETY AND SECURITY:

The Contractor shall ensure the Safety and Security Measures as per the provisions of Clause 4.22 of Vol-III, Part-2(PCC) and Clause 1.21 of Vol-IV (Employer's requirements) of Bid Document.

17. ENVIRONMENTAL PROTECTION MEASURES:

The Contractor shall ensure the Environmental Protection Measures as per the provisions of Clause 4.18 of Vol-III, Part-2(PCC) of Bid Document.

18. SUB-CONTRACTORS:

In terms of Clause 4.4 of Vol-III, Part-2 (PCC) of Bid Document, the Contractor shall submit the names of selected Sub-Contractor(s), intended to be engaged for Planning, Design and Engineering (PDE) and HM works, amongst the following proposed Sub-Contractors as per Contractor's bid submittals, along with the corresponding value of the sublet work, to this Office, within 28 (twenty eight) days of issue of LOA:

(I) For PDE:

- (i) M/s SMEC (India) Pvt. Ltd.
- (ii) M/s AFRY India Pvt. Ltd.

(II) For HM Works:

- (i) M/s PES Engineers Pvt. Ltd.
- (ii) M/s Precision Infratech Pvt. Ltd.

19. PERFORMANCE SECURITY:

The Contractor shall deposit Performance Security equivalent to 3% of the Accepted Contract Amount i.e. for an amount of Rs. 21,33,85,590.00 (Rupees Twenty One Crore, Thirty Three Lakh, Eighty Five Thousand, Five Hundred and Ninety) only and additional Performance Security from its Sub-Contractor(s) equivalent to 1% of corresponding value of work sub-contracted, to this Office, in the form of Bank Guarantee/ account payee Demand Draft/ Insurance Surety Bond / Fixed Deposit Receipt / online payment mode, within 28 days of issue of LOA in terms of Clause 27 of Vol-I, Part-2(ITB) and Clause 4.2 of Vol-III, Part-2(PCC) of Bid Document.

20. SIGNING OF CONTRACT AGREEMENT:


- (i) The Contract Agreement shall be signed on Non-Judicial Stamp paper of Rs. 100.00 (Rupees one hundred), between the Employer and the Contractor, within 28 (twenty eight) days from the date of issue of LOA, in terms of Clause 26(iii) of Vol-I, Part-2(ITB) of Bid document.
- (ii) Until a formal Contract Agreement is executed, LOA read in conjunction with the Bid Document and subsequent Corrigenda and Pre-Bid Clarifications thereto, Minutes of Price Negotiation Meeting held on 29-04-2025 and 30-04-2025 shall constitute a binding Contract between the Contractor and the Employer in terms of Clause 26(ii) of Vol-I, Part-2(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), 15 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,



19.04.25

(N. Basumatary)
Executive Director
Contracts & Procurement



Price Schedule for the work of "Engineering, Procurement, Construction and Commissioning of Civil, Hydromechanical Works and specified permanent Project Roads for Heo Hydro Electric Project (240 MW) in Shi Yomi District, Arunachal Pradesh"				
Sl. No.	Description of Work / Components	Unit	Rate (inclusive of all applicable Taxes, Duties, Levies, Cess etc.) (Rs.)	Amount (inclusive of all applicable Taxes, Duties, Levies, Cess etc.) (Rs.)
1	Planning, Design & Engineering, Model Study	Lump Sum	12,48,07,567.50	12,48,07,567.50
2	Permanent Project Roads and Appurtenance	Lump Sum	32,88,73,716.27	32,88,73,716.27
3	Civil Works including additional investigation	Lump Sum	498,04,83,149.40	498,04,83,149.40
4	Supply, fabrication, Transportation, Storage, Erection, Testing & Commissioning of Hydro-Mechanical Works	Lump Sum	167,86,88,566.83	167,86,88,566.83
Total Amount (in Rs.)				711,28,53,000.00
(Rupees Seven Hundred Eleven Crore, Twenty Eight Lakh, Fifty Three Thousand only)				

820
20.05.25

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20-05-2025