



एनटीपीसीबीएचईएलपावरप्रोजेक्ट्सप्राइवेटलिमिटेड
NTPC BHEL Power Projects Private Limited
(A Joint Venture Company of NTPC & BHEL)

WO NO: NBPPL/MM/FGUTPP/WO-43054/14

Date: 17/02/2015

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WORK ORDER

To,
M/s Engineering Projects India Ltd.
Core-3, Scope Complex,
7, Lodhi Road, New Delhi 110003.

Kind Attention: Mr. Inderjeet Arora, General Manager.

Ph No :011 24361666

Fax No:011 24363426.

Mob. No: 08800776244

Email: inderjeet.arora@epi.gov.in

Sub: WORK ORDER for **PROJECT MONITORING AND CONSTRUCTION SUPERVISION FOR FEROUZ GANDHI UNCHAHAHAR THERMAL POWER PROJECT – STAGE – IV (1*500MW), AT UNCHAHAHAR, RAE BARELI DISTRICT, UP.**

Ref:

1. Our letter dated 17.12.2013 to submit your offer for Project monitoring, Site Supervision etc.
2. Your offer vide letter no. DLI/C&E/NBPPL/001 dated 26.12.2013.
3. Our letter / email dated 28.11.2014.
4. Discussion with you on 04.12.2014, 15.12.2014, 21.12.2014 and 24.12.2014
5. Your final offer on 24.12.2014.
6. Your letter no DLI/C&E/NBPPL/001 dated 31.12.2014
7. Your letter dated 10.02.2015.
8. Our LOI Ref: NBPPL/MM/FGUTPP/WO-43054/14 dated 12.02.2015.

Dear Sir,

With reference to above documents and correspondence, we are pleased to issue Work order for subject work (**Project Monitoring and Construction Supervision**) as detailed below in Scope of Work and above documents on the terms and conditions summarized below. All other terms and conditions shall be governed by the documents referred above.

1. **Scope of Work:** The scope of works is as follows:

A. **Project Monitoring**

SI No	Activity
1	Preparation of Project schedule
2	Project Planning, Scheduling & Monitoring

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Plant: Y.S.R. Puram, Village Mannavaram, SrikalahastiMandal, Distt. Chittoor – 517620 (A.P.) Tel.# 91-877-2233701

Registered Office: NTPC Bhawan, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi-110003website: www.nbppl.in



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3	Conducting Monthly Review Meeting and Preparing Project Progress Reports, Monthly Presentation & MIS
4	Coordination & Facilitating Site Operation
5	Cash flow for the Project based & Coordination for Vendor bills & Payments
6	Analyzing risks, preparing the Recovery Plan & Delay Forecasting.
7	Expediting sequential supplies to site
8	Site Supervision Services.
9	Compliance to Manufacturing Quality Plan(MQP)
10	Supervision and related services of Quality & FQP
11	Preparation of protocols documents for site quality assurance system wise
12	Monitoring of inspection activities and reporting once in fortnight

B. Construction Supervision

SI No	Activity
1	Evaluation of Resources and its allocation
2	Coordination, Supervision and Monitoring of daily construction activity in line with the schedule
3	Daily Progress Report, Weekly Progress Report, Monthly Progress Report, etc.
4	Preparing Vendor change order proposals
5	Preparation of agenda for coordination meetings/ review meetings and also attending meetings as per the employer's instructions.
6	Preparation of erection punch list system wise
7	Preparation of Commissioning Plan & Protocols and check list system wise
8	Checking of test, calibration reports & statutory clearances
9	Coordination with various departments & vendors for completeness of the system
10	Coordination of Trial operation & Final commissioning with respect to all systems
11	Load trial and Reliability run
12	Review of PG test procedure
13	Coordination of PG test and handing over the system
14	Compliance of safety at site.

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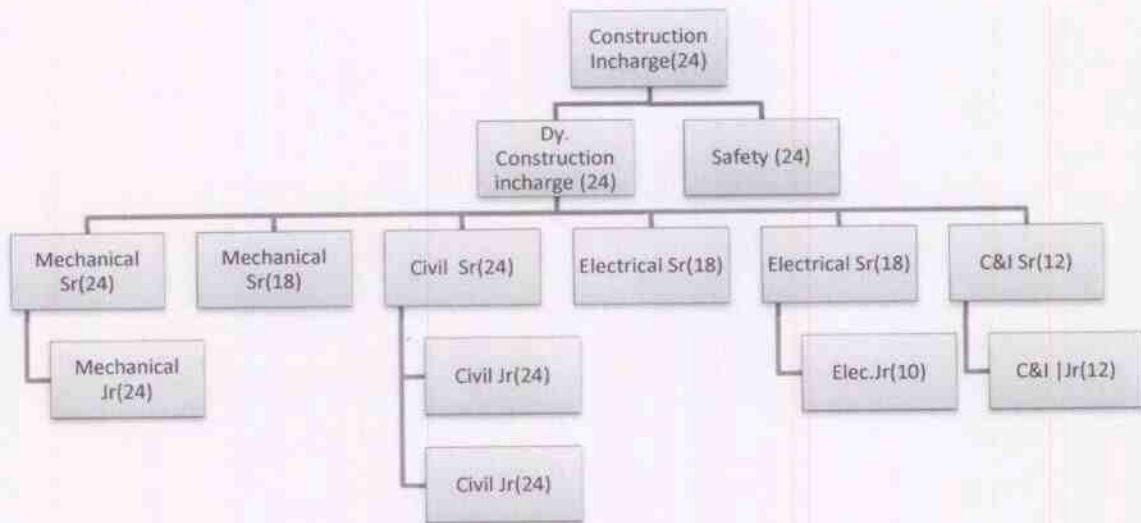
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15	Conducting Safety Audits and Measures to mitigate the nonconformities and preparation of Monthly Reports
16	Compliance of labour laws and other statutory provisions including other requirements as per NBPPL's Contract with NTPC.
17	Coordinating with statutory authorities as per requirement of BOP. Payment of fees and other expenses to be borne by NBPPL/ Vendors
18	Conducting safety demonstrations and implementation of pep talks and implementation of PPEs

C. ORGANISATION CHART OF SITE:



Total deployment at site shall be as under:

S. No	Discipline	Grade	Number	Number of Manmonths
1	Construction In charge	Civil/Mech	1	24
2	Deputy Construction In charge	Mech/Electrical	1	24
3	Civil, Mech, Elec, & C&I	Sr. Engineer	6	114
4	Civil, Mech, Elec, & C&I	Jr. Engineer	5	94
5	Safety	Supervisor	1	24

Project Management:-

One Junior Executive shall be deployed at site and remaining staff towards project monitoring shall be deployed at EPIL Engineering center/Corporate Head Qtr.



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2. LIABILITY/ROLE OF CONSULTANT:

M/s EPIL shall assist NBPPL to follow and fulfill all safety and statutory requirements at site. M/s EPIL shall indemnify NBPPL for any negligence and mishandling of equipment on the part of M/s EPIL and NBPPL will not be responsible against any claims, demands and costs. Taxes & Expenses brought to them by the performance of any or all Works and Equipment (s) / item (s) installed in the premises. Under the assignment, liabilities of M/s EPIL shall be limited to only 10% of the contract value as provided for the "Scope of Work" above.

- 3. CONTRACT VALUE:** For the above subject work, the contract value works out to be **Rs.11,78,96,000/-** (Rupees Eleven Crores Seventy Eight Lakhs Ninety Six Thousand Only) exclusive of Service tax (presently @ 12.36% as per following break-up:

S. No.	Description	Rates in Lakhs
1	Project Management fee	213.00
2	Site Management fee (162 MM x Rs. 3.78 Lakhs + 118 MM x Rs. 2.70 Lakhs)	930.96
3	Computer along with operator	8.00
4	Preparation of project Schedule (L2)	27.00
	Total	1178.96

A. SITE DEPLOYMENT MAN MONTH RATES:-

S. No	Description	Man month rate	Remarks
1	Sr. Expert	3.78 lakhs	Engineering graduates with more than 15 yrs of relevant experience and diploma holders with 20 years of experience
2	Jr. Expert	2.70 lakhs	Engineering graduates with more than 5-7 yrs of relevant experience and Diploma holders with more than 10 years of experience
3	Safety Supervisor	2.70 lakhs	Diploma holders/graduates 10 yrs relevant experience

- Computers shall be arranged by M/s EPIL along with secretarial assistance (included in the contract value).
- M/s EPIL shall also arrange conveyance at site (two vehicles) for which NBPPL shall reimburse Rs. 50,000/- per vehicle per month.

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B. FACILITIES TO BE PROVIDED BY NBPPL:

For persons deployed at site:

- (i) 6 Nos. (Adequate numbers to accommodate all site staff) two bedroom Residential accommodation shall be arranged by NBPPL. Power & water expenses incurred at actuals shall be reimbursed by NBPPL. In case site accommodation is not provided by NBPPL, an amount of Rs 10,000/- per accommodation per month is payable by NBPPL towards lodging. The electricity and water charges shall be reimbursed by NBPPL, at actuals.
- (ii) Furnished office accommodation with electricity, water, communication facilities.
- (iii) Mobilization and demobilization including air and personnel luggage charges as per EPIL entitlement.
- (iv) An amount of Rs. 30,000/- is payable per person towards furnishing the above said accommodation. In case air conditioner need to be provided in the residential accommodation, the same shall be reimbursed at actual.

C. THE COMPENSATION FOR OUT STATION VISIT:

- i. For visit of experts to site, to vendors works for expediting services, for visits to NBPPL/BHEL Headquarters./units, compensation shall be payable as under:
 - a) To and fro Travel by Air for senior experts and by II AC train for Jr. Experts.
 - b) B/L,- Rs.7000/day per expert (other than visit to site)
 - c) Local conveyance Rs. 1000/- per expert (other than site) per day.
 - d) Per diem rate of Rs. 5000/- for the absence period from the place of assignment (applicable only to personnel other than deployed at site).
 - e) Any executive going from site, perks shall be as per EPIL entitlement.
 - f) No disturbance allowance shall be paid during transfer.
- ii. Expenses towards Project monitoring (To & Fro Air Fare) to site and back shall be borne by NBPPL.

4. SECURITY DEPOSIT:

Based on the tentative Contract value of **Rs. 11,78,96,000/-** the security deposit works out to be **Rs. 60,44,800/- (Rupees Sixty Lakhs Forty Four Thousand & Eight Hundred only)**. You are required to furnish above security deposit in the manner as per **Annexure -1 to this WO**.

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5. PAYMENT TERMS:

(a) Project Monitoring:

- i. **5% Interest bearing advance** at (SBI PLR + 2%) and limited to 5% (applicable for Project management fee only) against equivalent BG valid for the duration of the contract and same shall be adjusted periodically, for the advance outstanding.
- ii. Balance shall be payable on 24 EMIs for the project duration.

(b) Site Deployment & other Services:

- i. Monthly bills shall be raised on actual manpower deployment basis, at the end of the month and payment shall be released after certification by EIC. For other services, bills shall be raised on completion of the respective assignments.

Note:

EIC, NBPPL shall ensure that the final payment is released after all deliverables have been delivered as per the contract.

6. CONTRACT DURATION:

The total duration of scope of services shall be for a period of **24 months from the date of LOI i.e. 12/02/2015**. Prices shall remain firm during the contract period (24 months + 12 months beyond the said period of execution only) as per your offer dated 24.12.2014.

7. DELIVERABLES:

Deliverables shall be as following:

SI No	Activity
1	Delay Forecasting.
2	Recovery Plans
3	Generation of MIS, like Daily Progress Report, Weekly Progress Report, Monthly Progress Report, etc.
4	Safety Audit reports, periodic safety reports etc.
5	Exception reports
6	Quality Protocols
7	Inspection reports
8	Progress Reports
9	Vendor Change order proposals

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10	Commissioning Protocols
11	PG test reports
12	Any other reports

8. TERMINATION OF CONTRACT

This contract stands terminated on the occurrence of any of the following events, which ever shall occur:

- Completion of all obligations and liabilities by the parties under the contract with NBPPL,
- Financial insecurity, liquidation, receivership, insolvency, bankruptcy of either party.
- Unsatisfactory performance by the contractor

Except for any claims arising out of gross negligence or wilful misconduct by one party against the other party, neither party shall have any claims against the other parties if the termination is due to reasons mentioned in (a) to (c) above.

9. COMPENSATION & LD:

M/s EPIL's experts shall be entitled for the Casual Leave (CL)/Earned leave (EL) as per the entitlement to the individual. No amount shall be deductible for the CL availed by the individual as per the entitlement. However, if one proceeds on EL, suitable replacement shall be provided.

LD shall not be applicable for this contract.

10. SETTLEMENTS OF DISPUTES AND ARBITRATION:

- In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party to the arbitration as per the instructions (Office Memorandums/Circulars) issued by Govt. of India from time to time with regard to arbitration between one Government Department and another, one Government Department and a Public Sector Enterprise and Public Sector Enterprise inter se.
- Subject to any amendment that may be carried out by the Government of India from time to time, the procedure to be followed in the arbitration shall be as is contained in D.O No DPE/4 (10)/2001-PMA-GL-I dated 22/01/2014 of Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India or any modification issued in this regard.

11. JURISDICTION & GOVERNING LAWS:

The Courts of New Delhi shall have the jurisdiction in all matters under the contract.

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12. CONTACT DETAILS OF EIC/CONSTRUCTION MANAGER:

You are required to immediately contact EIC / Construction Manager/ AGM (Unchahar site), NBPPL (Email: cstomas@nbppl.in & Mob-09650992848) & DGM (Projects), NBPPL (Email: rbverma@nbppl.in & Mob-09971499329) for further instructions for the entire scope of contract i.e. **Project Monitoring and Construction Supervision.**

NOTES:

- 1) The actual deployment of personnel at the site by M/s EPIL shall be on the basis of requirement given in writing by Project group/EIC of NBPPL.
- 2) The overall responsibility of the execution of the contract remains with M/s EPIL, notwithstanding their tie-up with their associate, M/s Powertec Engineering Pvt Ltd.
- 3) M/s EPIL shall ensure that outsourcing to their associate, M/s Powertec Engineering Pvt Ltd. is in compliance with CVC's guidelines in this regard.

It is requested to return one copy of the WO duly signed and stamped on each page.

Thanking you,
Yours faithfully,
For and on behalf of NBPPL


A.K.Gupta
DGM/Contracts & MM

Enclosures:

1. Annexure-1: Format for Security Deposit

CC to: (1).AGM (Unchahar – Site),(2). DGM (Projects),(3). CFO, (4). Dy.Manager (Fin-Unchahar Site).



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Annexure-1

FORMAT FOR BANK GUARANTEE FOR SECURITY DEPOSIT (SD)
(TO BE EXECUTED ON APPROPRIATE NON-JUDICIAL STAMP PAPER (Min100 Rupees))

(APPROPRIATE DATA SHALL BE FILLED-IN AGAINST THE FIELDS, SHOWN IN ITALICS & BOLD WITHIN BRACKET)

SECURITY DEPOSIT

In consideration of the NTPC BHEL POWER PROJECTS PRIVATE LIMITED (a JV Company of NTPC & BHEL) having its registered office at NTPC Bhawan, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi-110003 through its division at Core 3, IV Floor, Scope Minar, Laxmi Nagar, New Delhi - 110092. (hereinafter called 'the Company') having agreed to exempt _____ (hereinafter called 'the said Contractor/s') from the demand, under the terms and conditions of an Agreement arising out of letter of intent issued under no _____, dated _____, made between the Company and Contractor for (NAME OF WORK) (hereinafter called 'the said Agreement') of Security Deposit for the due fulfilment by the said Contractor/s of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs _____ (Rupees _____ only), we (NAME OF BANK), (hereinafter referred to as 'the Bank') at the request of (CONTRACTOR/s) do hereby undertake to pay to the Company an amount not exceeding Rs _____ (Rupees _____ only) against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said Contractor/s of any of the terms or conditions contained in the said Agreement.

01. We (NAME OF BANK) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the company by reason of breach by the said Contractor/s of any of the terms or conditions contained in the said agreement or by reason of the Contractor's/s' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs _____ (Rupees _____ only).

02. We undertake to pay to the company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

03. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s)/Supplier(s) shall have no claim against us for making such payment.

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