



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

WO NO: NBPPL/MM/FGUTPP/WO-43055/14

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](mailto:inderjeet.arora@epi.gov.in)

**Sub:** WORK ORDER for **ARCHITECT ENGINEERING SERVICES FOR ASH HANDLING SYSTEM AND COAL HANDLING SYSTEM** FOR FEROS GANDHI UNCHAHAH THERMAL POWER PROJECT – STAGE – IV (1\*500MW), AT UNCHAHAH, RAE BARELI DISTRICT, UP.

**Ref:**

1. Discussion with you on 10.02.2015
2. Your offer ref DLI/C&E/NBPPL/001/CHP/AHP dated 11.02.2015
3. Our LOI Ref: NBPPL/MM/FGUTPP/WO-43055/14 dated 13.02.2015

Dear Sir,

With reference to above documents and correspondence, we are pleased to issue Work order for subject work (**ARCHITECT ENGINEERING SERVICES FOR ASH HANDLING SYSTEM AND COAL HANDLING SYSTEM**) 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 (For the Coal Handling Plant & Ash handling Plant):**

- Preparation of Design Basis Report
- Preparation of Specification
- Pre bid meeting with vendors & providing clarifications
- Tender evaluation
- Review of drawings & documents of the contracted vendors



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**2. QULAIICATION & EXPERIENCE OF EXPERTS:**

Qualified and experienced experts shall be deployed from the relevant areas for undertaking this assignment.

**3. CONTRACT VALUE:**

For the above subject work, the contract value works out to be **Rs.2,12,96,000/- (Rupees Two Crores Twelve Lakhs Ninety Six Thousand Only) exclusive of Service tax (presently @ 12.36% as per following break-up:**

Sl.No	Description	CHP (Rs.in Lacs)	AHP (Rs.in Lacs)
1	Preparation of DBR & Spec	6.00	6.00
2	Pre bid meeting with Vendors; providing clarification; Tender Evaluation	4.00	4.00
3	Review of Drawings & Documents	119.36	73.60
	Total	129.36	83.60
	Grand Total	Rs. 212.96 Lacs	

Apart from the above for any outstation visit either to vendors' works/ NBPPL Headquarter or to site from Headquarter/ engineering Centre, EPIL expert shall be compensated as under.

- To & fro travel by Air.
- Boarding & Lodging subject to a maximum of Rs. 7700/- per expert per day.
- Local conveyance of Rs. 1100/- per expert per day.
- Per diem rate of Rs 5500/- for the absence period from the designated place of work.

**4. PAYMENT TERMS:**

- a) Advance payment shall be interest bearing at (SBI PLR + 2%) and limited to 5% against equivalent BG and the same shall be reduced on quarterly basis as the billing progresses.
- b) 80 % on EMI basis for 16 months from Placement of order on adjusting 5% advance on prorata basis
- c) 10% on submission of "As built drawings".
- d) 10% on commissioning of system

**Note:**

EIC, NBPPL shall ensure while certifying EPIL bills for payment, that the corresponding work is completed as per the contract.



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5. **SECURITY DEPOSIT:** Based on the tentative Contract value of Rs. 2,12,96,000/-, the security deposit works out to be Rs. 12,14,800/- (Rupees Twelve Lakhs Fourteen Thousand & Eight Hundred only). You are required to furnish above security deposit in the manner as per Annexure -1 to this WO.

6. **CONTRACT DURATION:**

The total duration of scope of services shall be for a period of 16 months from the date of LOI i.e. 13/02/2015. If the duration of the contract extends beyond 16 months for reasons not attributable to EPIL, any additional fee payable on this account shall be discussed and finalized mutually.

7. **DELIVERABLES:**

Deliverables shall be as per the Scope of Work (SI No 1 of this WO).

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. **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.

10. **JURISDICTION & GOVERNING LAWS:**

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



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**11. CONTACT DETAILS OF EIC:**

You are required to immediately contact AGM (Engineering), NBPPL (Email: [suchet@nbppl.in](mailto:suchet@nbppl.in) & Mob-09650992669) for further instructions for the entire scope of contract i.e. **Architect Engineering Services for Ash Handling System and Coal Handling System.**

**Notes:**

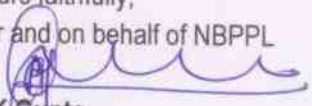
- 1) The overall responsibility of the execution of this contract remains with M/s EPIL, notwithstanding their tie-up with their associate, M/s Powertec Engineering Pvt Ltd.
- 2) M/s EPIL shall ensure that outsourcing to their associate, M/s Powertec Engineering Pvt Ltd. is in compliance with CVC's guidelines 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

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

Corporate Identity Number: U40102DL2008PTC177307

Delhi Office: 4<sup>th</sup> Floor, Core 3, Scope Minar, Laxmi Nagar, New Delhi – 110092 Tel. # 011-43001854 / 1894

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](http://www.nbppl.in)



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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' 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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04. We, (NAME OF THE BANK) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid & its claims satisfied or discharged or till the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by said Contractor(s) and accordingly, discharges this guarantee. Unless, a demand or claim under this guarantee is made on us in writing on or before (date) \_\_\_ we shall be discharged from all liability under this guarantee thereafter. The Bank Guarantee shall be assigned in favour of HDFC Bank.

05. We, (NAME OF THE BANK) further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Company or any indulgence by the Company to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

06. This guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor(s), Supplier (s).

07. The guarantor hereby declare that it has power to execute this guarantee and the executant has full power to do so on its behalf under the proper authority granted to him/them by the guarantor.

08. We, (NAME OF THE BANK) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

Dated \_\_\_\_\_ the day \_\_\_\_\_ of

(NAME OF THE BANK)

NOTE: Expiry date to be shown in para-4 above should not be earlier than 60 days after the completion date contemplated under the contract

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