



Memo No.: Ch. 05/TED-310/IPDS/ NITFARIDABAD

Date: 15/12/2017

To

Regd. M/s Gupta Power Infrastructure Ltd.
KM Tower, 502, 5th floor, Email: sanjeev.chadha@guptapower.com
Sector-14, Kaushambi,
Ghaziabad- 201010.

Kind Attention: Mr. Sanjeev Chadha

Subject: Letter of Award (LOA) for Supply of plant and equipment for Urban Electrification works of NIT Faridabad Division of Faridabad Circle under Integrated Power Development Scheme (IPDS) which inter-alia includes construction of New 11 KV lines, Bifurcation of 11 KV lines, New HT lines UG Cable, Installation of 11 KV VCB and LT lines New Line/Augmentation/Reconductoring in the NIT Faridabad Division of FARIDABAD circle under DHBVN against NIT no. TED-310/P&D/IPDS/ NITFARIDABAD/DHBVN/2017-18 (Estimated cost is Rs. 20.43 Cr.) Domestic Competitive Bidding. (Project Funding: Domestic).

Dear Sir,

1.0 REFERENCE

This has reference to the following:-

- 1.1 Our Invitation for Bids (IFB) dated 10.11.2017 against NIT No. TED-310/P&D/ IPDS/NITFARIDABAD/DHBVN/2017-18.
- 1.2 Bidding documents for the subject package, comprising the following:-
 - a) Volume-I: CONTRACT CONDITIONS & SCOPE OF WORKS
 - b) Volume-II: PMS, QUALITY ASSURANCE & EVALUATION MECHANISM, BID FORMS AND PRICE SCHEDULES.
 - c) Volume-III: Technical Specifications, Tender Drawings
 - d) Quality Assurance Plan of Nigam (DHBVN)
 - e) Manufacture Quality Plan (MQP)
 - f) Guidelines for Disposal of Thermoset Plastic Waste including Sheet moulding compound (SMC)/Fiber Reinforced Plastic (FRP)

1.3 Part-I of tender i.e. Technical Bid submitted for the subject NIT was opened online on 01.12.2017 on web-portal.

1.4 Your price Bid (Part-II of tender) for the subject NIT was opened on 04.12.2017.

1.6 Post bid discussions, we had with you on dated: 08.12.2017 during the High Powered Purchase Committee (HPPC) of Nigam resulting into the Minutes of Meeting/ Record Notes of Post Bid Discussions enclosed as APPENDIX (LOA)-1 with this Notification of Award.

2.0 AWARD OF CONTRACT AND ITS SCOPE

- 2.1 Your offer for supply & erection of material / equipment on turnkey basis has been accepted against NIT No. TED-310/P&D/IPDS/NITFARIDABAD/DHBVN/2017-18 on the rates of Rs. 21,97,87,593.25 (Rupees Twenty One Crore Ninety Seven Lakh Eighty Seven Thousand Five Hundred Ninety Three and Twenty Five Paisa) i.e. 7.60% above of estimated rates inclusive of all the taxes, levies, duties, freight and insurance for supply, erection, testing and commissioning of material for Urban Electrification works of NIT Faridabad Division of Faridabad Circle under Integrated Power Development Scheme (IPDS) which inter-alia includes construction of New 11 KV lines, Bifurcation of 11 KV lines, New HT lines UG Cable, Installation of 11 KV VCB and LT lines New Line/Augmentation/Reconductoring in the NIT Faridabad Division of FARIDABAD circle under DHBVN against NIT no. TED-310/P&D/IPDS/NITFARIDABAD/DHBVN/2017-18.
- 2.2 We confirm having accepted your Bid (referred to at para 1.3 & 1.5 above) read in conjunction with all the specifications, terms & conditions of the Bidding Documents (referred to at para 1.2, 1.2.1, 1.2.2& 1.2.3above) and specific confirmations recorded in the Record Notes of Post Bid Discussions (referred to at para 1.6 above), and award on you, the 'Supply Contract' (also referred to as the 'First Contract') covering inter-alia supply of all equipment and materials including Type Testing to be conducted, required for the complete execution of work specified in NIT No. TED-310/P&D/ IPDS/ NITFARIDABAD/DHBVN/2017-18 for Urban Electrification works of NIT Faridabad Division of Faridabad Circle under Integrated Power Development Scheme (IPDS) which inter-alia includes construction of New 11 KV lines, Bifurcation of 11 KV lines, New HT lines UG Cable, Installation of 11 KV VCB and LT lines New Line/Augmentation/Reconductoring in the NIT Faridabad Division of FARIDABAD circle under DHBVN, as detailed in the documents referred hereinabove. The scope of work inter-alia includes the following:-

"Urban Electrification works of NIT Faridabad Division of Faridabad Circle under Integrated Power Development Scheme (IPDS) which inter-alia includes construction of New 11 KV lines, Bifurcation of 11 KV lines, New HT lines UG Cable, Installation of 11 KV VCB and LT lines New Line/Augmentation/Reconductoring in the NIT Faridabad Division of FARIDABAD circle under DHBVN".

The scope of work under this Notification of Award (NOA) shall also include all such items which are not specifically mentioned in the Bidding Documents and/or your bid but are necessary for the successful completion of your scope under the Contract for the construction of work specified in TED-310/P&D/ IPDS/ NITFARIDABAD/DHBVN/2017-18 for Urban Electrification works of NIT Faridabad Division of Faridabad Circle under Integrated Power Development Scheme (IPDS) which inter-alia includes construction of New 11 KV lines, Bifurcation of 11 KV lines, New HT lines UG Cable, Installation of 11 KV VCB and LT lines New Line/Augmentation/ Reconductoring in the NIT Faridabad Division of FARIDABAD circle under DHBVN, unless otherwise specifically excluded in the Bidding Documents or in this NOA.

- 2.3 The notification for award of Contract for performance of all other activities, as set forth in the Bidding Documents, viz Erection, Testing and Commissioning of the material for Urban Electrification works of NIT Faridabad Division of Faridabad Circle under Integrated Power Development Scheme (IPDS) which inter-alia includes construction of New 11 KV lines, Bifurcation of 11 KV lines, New HT lines UG Cable, Installation of 11 KV VCB and LT lines New Line/Augmentation/ Reconductoring in the NIT Faridabad Division of FARIDABAD circle under DHBVN *against NIT no. TED-310/P&D/ IPDS/ NITFARIDABAD/DHBVN/2017-18* has been issued on you vide our LOI no. Ch. 06/TED-310/IPDS/ NITFARIDABAD dated 15/12/2017 (hereinafter called the "Second Contract" or "Services Contract").

Notwithstanding the award of work under two separate Contracts in the aforesaid manner, you shall be overall responsible to ensure the execution of both contracts to achieve successful completion and taking over of the works under the package by the Employer as per the requirements stipulated in the bidding documents. It is expressly understood and agreed by you that any default or breach under the 'Second Contract' shall automatically be deemed as a default or breach of this 'First Contract' also and vice-versa, and any such default or breach or occurrence giving us a right to terminate the 'Second Contract' either in full or in part, and/or recover damages there under, shall give us an absolute right to terminate this Contract, at your risk, cost and responsibility, either in full or in part and/or recover damages under this 'First Contract' as well. However, such default or breach or occurrence in the 'Second Contract', shall not automatically relieve you of any of your obligations under this 'First Contract'. It is also

expressly understood and agreed by you that the equipment/materials supplied by you under this 'First Contract', when erected, installed & commissioned by you under the 'Second Contract' shall give satisfactory performance in accordance with the provisions of the Contract.

3.0 CONTRACT PRICE

3.1 The total Supply Contract Price for the entire scope of work under this Contract shall be Rs. 18,29,09,345.99 (Rupees Eighteen Crore Sixty Twenty Nine Lakh Nine Thousand Three Hundred Forty Five and Ninety Nine Paise) as per the following break-up:-

Sl. No.	Price Component	Amount (in Rs.)
1.	Supply Price including all taxes, duties and Transportation & Insurance	18,29,09,345.99
Total price for Supply Contract		18,29,09,345.99

- 3.2 Notwithstanding the break-up of the Contract Price, the Contract shall, at all times, be construed as a single source responsibility Contract and any breach in any part of the Contract shall be treated as a breach of the entire Contract.
- 4.0 You are required to furnish at the earliest a Performance Security(ies), as per the Bidding Documents, for an amount of Rs.1,82,90,935/- (*Rupees One Crore Eight Two Lakh Nine Thousands Three Hundred Thirty Five only*) i.e. equal to 10% (Ten percent) of the Contract Price against supply order shall be supplied within 28 days from the date of issue of letter of award (LOA) as per Clause 34 of ITB (Section-II of Volume-I of tender document) and Clause 9 of GCC (Section-IV of Volume-I of the tender documents).
- 5.0 For release of advance payment (admissible as per the Bidding Documents) equal to 15% of the Ex-works Price component of the Contract Price (in two tranches of 7.5% each), you are, inter-alia, required to furnish a Bank Guarantee for 110% of advance amount. The validity of the Advance Bank Guarantee shall be up to end of ninety (90) days after the scheduled month of supply of materials and shall be extendable time to time till ninety (90) days beyond revised scheduled month of supply of materials, as may be required under the Contract. Further, please note that furnishing of all the Contract Performance Securities under the 'First Contract' and 'Second Contract' shall be one of the conditions precedent to release of advance under this Contract.
- 6.0 All the bank guarantees shall be furnished from an eligible bank as described in the Bidding Documents.

- 7.0 The schedule for Taking Over/Completion of Facilities by the Employer upon successful completion of the work specified in the NIT No. TED-309/P&D/ IPDS/ OLD FARIDABAD /DHBVN/2017-18 shall be 18 months from the date of issue of this Notification of Award for all contractual purposes.
- 8.0 This Notification of Award constitutes formation of the Contract and comes into force with effect from the date of issuance of this Notification of Award i.e. dated: 15.12.2017.
- 9.0 You shall enter into a Contract Agreement with us within twenty-eight (28) days from the date of this Notification of Award as per provision of Clause no. 33.0 of ITB (Section-II of Volume-I of tender document).
- 10.0 The copy BOQ of subject cited NIT along with feeder details and copy of the Supplementary DPRs of Faridabad Circle sanctioned by Monitoring Committee, Ministry of Power, Govt. of India under IPDS Scheme against the subject cited project is enclosed herewith for your ready reference.
- 11.0 You shall also submit PERT Chart / Project Execution Plan within 2 weeks from the date of LOA. The PERT Chart shall be signed, accepted and mutually agreed by you, Nodal officer of Nigam (i.e. concerned SE/OP) and PMA within 2 weeks from the date of issuance of LOA.
- 12.0 The joint foot survey duly signed by concerned nodal officer of DHBVN, representative of PMA and your representative shall be submitted to o/o of CE/PD&C within **45 days** of issuance of this letter. The Joint foot survey shall indicate the mapping of route of proposed new 11 kV lines, DTR S/s by foot survey in Urban areas be performed mentioning various milestones. While surveying, existing electrical infrastructure in the locality should also be mapped. Line alignment (single line diagram) on political map with fair correctness clearly indicating the GPS coordinates, be prepared. SLD and joint foot survey report shall be approved by Project Manager and shall be used as basic document for assessment of works under the contract. On completion of work, as built Single Line Diagram (SLD) and pole wise line diagram showing pole wise materials used and pole-to-pole span should be submitted to Project Manager. These details shall be used as reference documents by Quality Inspecting officials to execute inspection works.
- 13.0 It is also informed that the funding agency of the subject cited project is PFC, thus the acts / rules / guidelines / instructions / Construction Standards /Quality Control Mechanism of Power Finance Corporation or Ministry of Power / Govt. of India shall be binding upon you.

- 14.0 It is also informed that you shall install the sign boards (Two nos.) for each Town within two weeks from the issuance of this letter as per specifications in the bid document as per the instructions of Power Finance Corporation or Ministry of Power/Govt. of India.
- 15.0 This Letter of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including the enclosed Appendix as a token of your acknowledgement within 2 weeks.

Please take the necessary action to commence the work and confirm action.

Thanking you.

Yours faithfully,

**Chief Engineer/PD&C,
DHBVN, Hisar.**

Enclosures: -

1. APPENDIX (LOA)-1 – HPPC Proceeding
2. Copy of Supplementary DPRs of Faridabad Circle (through e-mail)
3. Copy BoQ of subject cited NIT along with feeder details (through e-mail)

Copy to:-

1. SPS to CMD, DHBVN, Hisar for kind information of the CMD, please.
2. SPS to Director/Projects for kind information of Director/Projects, please.
3. SPS to Director/OP for kind information of Director/OP, please.
4. CE/OP, DHBVN, Delhi for kind information, please.
5. FA/PD&C, DHBVN, Hisar for kind information.
6. Chief Auditor, DHBVN, Hisar for kind information.
7. SE/OP. Circle, DHBVN Faridabad for kind information and necessary action. It is requested to provide the information regarding exact / actual site locations as per BoQ of subject cited NIT along with feeder details, where the works proposed under the subject cited project is to be done by the turnkey contractor.
8. AG, Haryana, Chandigarh for kind information, please.
9. M/s ERDA, H. No.-102/V, MITC Colony, Vidyut Nagar, Hisar for kind information, please. It is requested to start the post award activities in consultation with the nodal officer and turnkey contractor, please.