



Memo No.: Ch. 07/TED-270/IPDS/33kV S/STN/KHERA

Date: 27/04/2017

To

Regd. M/s Agarwal Traders,
Behal, Bhiwani, Haryana.
Email: agarwaltraders27@gmail.com, Mobile No. +91-89309-23000.

Subject: Letter of Award (LOA) for Supply of plant and equipment for Execution of 33 kV sub-station, Khera (Bhiwani) under Urban Electrification works of Integrated Power Development Scheme (IPDS) against NIT no. TED- 270/P&D/IPDS/33 KV NEW S/Stn./ BHIWANI /DHBVN/2016-17 (Estimated Cost is Rs. 3.45 Cr.) Domestic Competitive Bidding. (Project Funding: Domestic).

Kind Attention: Mr. Vikas Agarwal (Mobile No. +91-89309-23000)

Dear Sir,

1.1 REFERENCE

This has reference to the following:-

- 1.1 Our Invitation for Bids (IFB) dated 15.01.2017 against NIT No. TED-270/P&D/IPDS/33 KV NEW S/Stn./ BHIWANI /DHBVN/2016-17.
- 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 31.01.2017 on web-portal.

- 1.4 Additional Documents asked vide this office memo no. Ch.-25/TED-270/IPDS/P&D/Bhiwani/2016-17 dated 16.02.2017 and subsequent submission of documents by you.
- 1.5 Intimation for Opening of Price bid issued to you vide our letter no. Ch-Spl-1/TED-270/IPDS/P&D/Bhiwani/2016-17 dated 24.03.2017.
- 1.6 Your price Bid (Part-II of tender) for the subject NIT was opened on 24.03.2017.
- 1.7 Post bid discussions, we had with you on dated: 26.04.2017 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- 270/P&D/IPDS/33 KV NEW S/Stn./ BHIWANI /DHBVN/2016-17 on the rates of Rs. 3,72,55,592,75 (Rupees Three Crores Seventy Two Lakhs Fifty Five Thousand Five Hundred Ninety Two and Seventy Five only) i.e. 18.50% above of estimated rates inclusive of all the taxes, levies, duties, freight and insurance for supply, erection, testing and commissioning of material for execution of 33 kV sub-station, Khera (Bhiwani) under Urban Electrification works of Integrated Power Development Scheme (IPDS) against NIT no. TED- 270/P&D/IPDS/33 KV NEW S/Stn./ BHIWANI /DHBVN/2016-17.
- 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 & 1.2.3 above) 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- 270/P&D/IPDS/33 KV NEW S/Stn./ BHIWANI /DHBVN/2016-17 for execution of 33 kV sub-station, Khera (Bhiwani) under the jurisdiction of DHBVN, as detailed in the documents referred herein above. The scope of work inter-alia includes the following:-

"Execution of 33 kV sub-station, Khera (Bhiwani) under Urban Electrification works of Integrated Power Development Scheme (IPDS) 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 NIT No. TED- 270/P&D/IPDS/33 KV NEW S/Stn./ BHIWANI /DHBVN/2016-17 for execution of 33 kV sub-station, Khera (Bhiwani) under the jurisdiction of 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 *Execution* of 33 kV sub-station, Khera (Bhiwani) under Urban Electrification works of Integrated Power Development Scheme (IPDS) under DHBVN *against NIT no.* TED- 270/P&D/IPDS/33 KV NEW S/Stn./ BHIWANI /DHBVN/2016-17 has been issued on you vide our LOI no. Ch-08/TED-270/IPDS/33kV S/STN/KHERA dated 27/04/2017 (hereinafter called the "Second Contract" or "Services Contract") and Civil Works for *Execution* of 33 kV sub-station, Khera (Bhiwani) under Urban Electrification works of Integrated Power Development Scheme (IPDS) under DHBVN *against NIT no.* TED-270/P&D/IPDS/33 KV NEW S/Stn./ BHIWANI /DHBVN/2016-17 has been issued on you vide our LOI no. Ch-09/TED-270/IPDS/33kV S/STN/KHERA dated 27/04/2017 (hereinafter called the "Third Contract" or "Civil Works Contract").

Notwithstanding the award of work under three separate Contracts in the aforesaid manner, you shall be overall responsible to ensure the execution of all three 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' or 'Third 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' and 'Third 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' or 'Third 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' and 'Third 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. 2,99,25,582.87 (*Rupees Two Crores Ninety Nine Lakhs Twenty Five*

Thousands Five Hundred Eighty Two and Eighty Seven Paise only) as per the following break-up:-

Sl. No.	Price Component	Amount (in Rs.)
1.	Ex-Works Supply Price component	2,84,45,726.21
2.	Transportation and Insurance Price	0.00
3.	Taxes and Duties / levies	14,79,856.66
Total for Supply Contract		2,99,25,582.87

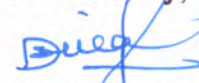
- 3.2 Notwithstanding the break-up of the Contract Price, the Contract shall, at all times, be construed as a single source responsibility Contract and any breach in any part of the Contract shall be treated as a breach of the entire Contract.
- 4.0 You are required to furnish at the earliest a Performance Security(ies), as per the Bidding Documents, for an amount of Rs. 29,92,558/- (*Rupees Twenty Nine Lakhs Ninety Two Thousand Five Hundred Fifty Eight 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', 'Second Contract' and 'Third Contract' shall be one of the conditions precedents 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-270/P&D/IPDS/33 KV NEW S/Stn./ BHIWANI/DHBVN/2016-17 shall be 12 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: 27.04.2017.
- 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 of the Supplementary DPRs of Bhiwani 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. PERT Chart shall be signed, accepted and mutually agreed by you and Nigam within 2 weeks from the date of acceptance of LOA.
- 12.0 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.
- 13.0 It is also informed that you shall install the sign boards (one no.) for each Sub-Station 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.
- 14.0 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 Bhiwani Circle (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, Hisar 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 Bhiwani for kind information and necessary action. It is requested to provide the information regarding exact / actual site locations as per supplementary DPR of Bhiwani Circle under IPDS, where the works proposed under the subject cited project is to be done by the turnkey contractor.
8. Sh. Kamal Preet Wadhawan, Manager/IPDS, Power Finance Corporation Ltd. Urjanidhi, 1, Barakhamba Lane, Connaught Place, New Delhi- 110001.
9. AG, Haryana, Chandigarh for kind information, please.
10. M/s ERDA, H. No.-102, 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.