

**GOVERNMENT OF MEGHALAYA
STATE PROJECT MONITORING UNIT, NATIONAL HYDROLOGY PROJECT
OFFICE OF THE CHIEF ENGINEER, WATER RESOURCES DEPARTMENT
MEGHALAYA, SHILLONG.**

LETTER OF ACCEPTANCE

NO.SPMU(NHP)/DWLR/87/2022-23/75

Dated Shillong, the th 26 April 2022

To:


DAK Infosoft Private Limited,
Gurugram, Haryana,
Email: rajeev@dakininfosoft.com

**Subject: Notification of Award of Contract No. NHP - 2018 - 2019 - ML – 589832
GO-NCB-SE.**

This is to notify you that your Bid dated 20 December 2021 for 'The Supply, Installation, Testing, Commissioning and Maintenance of Digital Water Level Recorder (DWLRs) (Non-vented, hydrostatic pressure type) with Telemetry System in existing piezometers for Water Resources Department, Government of Meghalaya' against RFQ No. NHP-2018-2019-ML-589832-GO-NCB-SE for the Accepted Contract Amount of INR 32,58,000.00 (Indian Rupees Thirty-Two Lakh Fifty-Eight Thousand) only, excluding GST, in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security in the form of a "Bank Guarantee" drawn in favour of the 'National Hydrology Project, Meghalaya Water Resources' for an amount of 5% of the contract value within 21 days of Notification of Award in accordance with the Conditions of Contract (GCC & SCC 18.1), using for that purpose the Performance Security Form included in Section X, Contract Forms, of the Bidding Document. The Performance Security is to be valid up to 60 days after the date of completion of performance obligations including warranty obligations i.e upto 30.04.2028.

Further, as per Additional Clause incorporated in Section II – Bidding Data Sheet (BDS) of the issued bidding document (page No. 31), you are to furnish the Trading License from all the three District Councils of the state of Meghalaya, viz: Khasi Hills Autonomous District Council, Jaintia Hills Autonomous District Council and Garo Hills Autonomous District Council after receipt of the Purchase/Supply Order from the purchaser and a copy of the Trading License should be submitted to the Purchaser before the goods/equipment are supplied otherwise the same will not be received.

Authorized Signature: 

Name and Title of Signatory: Smt. A.S. Lyngdoh
Chief Engineer (WR) & Nodal Officer, SPMU, NHP


Name of Agency: Water Resources Department, Meghalaya, Shillong.

Attachment: Draft Contract Agreement

Memo.NO. SPMU(NHP)/DWLR/87/2022-23/75
Copy to:-

Dated Shillong, the th 26 April 2022

1. The Accounts Officer, Office of the Chief Engineer (WR) for information.
2. State Informatics Officer, NIC Shillong for favour of publishing in the department website <http://megwaterresources.gov.in>.


Chief Engineer (WR)
& Nodal Officer, SPMU, NHP
Meghalaya, Shillong.

CONTRACT AGREEMENT
[TO BE EXECUTED IN Rs. 100 NON-JUDICIAL STAMP]

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made on the [*insert: **number***] day of *May* 2022.

BETWEEN

(1) Chief Engineer, Water Resources Department & Nodal Officer, NHP, Government of Meghalaya and having its principal place of business at Govt. Fruit Garden, Opposite St. Edmund's College Main Gate, Shillong – 793014, Meghalaya, India

And

(2) DAK Infosoft Private Limited, a corporation incorporated under the laws of India and having its principal place of business at Gurugram, Haryana, India.

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., 'The Supply, Installation, Testing, Commissioning and Maintenance of Digital Water Level Recorder (DWLRs) (Non-vented, hydrostatic pressure type) with Telemetry System in existing piezometers for Water Resources Department, Government of Meghalaya' against RFQ No. NHP-2018-2019-ML-589832-GO-NCB-SE and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of INR 32,58,000.00 (Indian Rupees Thirty-Two Lakh Fifty-Eight Thousand) only, excluding GST.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract Agreement. This Agreement shall prevail over all other contract documents: In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed below.
 - (a) The letter of Acceptance
 - (b) This Contract Agreement
 - (c) Letter of Bid – Technical Part
 - (d) The Supplier's letter of Bid – Financial Part and original completed Schedules including Price Schedules
 - (e) Special Conditions of Contract
 - (f) General Conditions of Contract
 - (g) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (h) [*Add here any other document(s) listed in GCC/SCC as part of contract*]

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: _____

In the capacity of: Chief Engineer, Water Resources Department & Nodal Officer, NHP,
Government of Meghalaya

In the presence of: _____

For and on behalf of the Supplier

Signed: _____

In the capacity of: _____

In the presence of: _____