

**GOVERNMENT OF MEGHALAYA
OFFICE OF THE CHIEF ENGINEER, WATER RESOURCES DEPARTMENT
MEGHALAYA, SHILLONG**

SPMU(NHP)/SRCS/46/2019-20/36

Dated Shillong, the 6th March 2020

LETTER OF ACCEPTANCE

To:


Technovation Engineering Services.
H/No:04, Bye-Lane-02, Chandan Nagar, VIP Road,
Six-Mile,Guwahati-781022, Kamrup
Email: tes.ghy@gmail.com

This is to notify you that your Quotation dated 21-01-2020 for execution of the 'River Cross-section Survey of 25 Automatic Water Lever Recording (AWLR) Sites of Water Resources Department, Meghalaya' and bid identification number NHP-2019-2020-ML-823017 for the Contract Price INR 9,49,900.00 (Rupees Nine lakh forty nine thousand nine hundred)only, inclusive of GST, is hereby accepted.

We confirm that Shri Meril M Sangma, Mawlai Phudmawri, Pdengshnong, Shillong – 793008, Meghalaya, Mobile No: 9436327263 is the Adjudicator as proposed in accordance with RFQ.

You are hereby requested to furnish performance security for an amount of INR 94,990.00 [equivalent to 10% of the contract price (5% as per RFQ + 5% additional for low rate)] and to return the contract Agreement duly signed within 15 days of the receipt of this letter. The Performance Security in the form of Bank guarantee or a Fixed Deposit/ Term Deposit Receipt in favour of the 'National Hydrology Project, Meghalaya Water Resources' shall be valid beyond 45 days the contract completion period i.e. upto 16th October 2020. Failure to furnish the Performance Security and return of the duly signed Contract Agreement will entail cancellation of the award of contract.

Attachment: Draft Contract Agreement
(To be executed in INR 100.00 stamped paper)


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

DRAFT CONTRACT AGREEMENT

1. This deed of agreement is made in the form of agreement on _____ day _____ month _____ 20 __, between the Chief Engineer, Water Resources Department (hereinafter referred to as the first party) and Shri Dhananjoy Talukdar, partner of Technovation Engineering Services, S/O (L) Kisdad Talukdar resident of Lakhiminagar, Hatigaon, Guwahati-6, Kamrup(M), Assam (hereinafter referred to as the second party), to execute the non-consulting services of 'River Cross-section Survey of 25 Automatic Water Lever Recording (AWLR) Sites of Water Resources Department, Meghalaya' (hereinafter referred to as services) on the following terms and conditions.

2. Contract Price

The total Contract Price for the services (hereinafter referred to as the "total price") is INR 8,05,000.00 (excluding Goods and Services Tax) as reflected in **Annexure 1**.

2.1. Payments Under the Contract

Payments to the second party for the services will be released by the first party in the following manner:

Stage	Payment
Within 25 days of receipt of all deliverables as per the terms and conditions, acceptance of the same, and receipt of invoice, whichever is later. Payment of GST for the services at the time of invoicing, although already included in the total cost, will be at actual.	100% [As per Clause 11(c) of Terms and Conditions]

2.2. Payment will be made by the first party:

- (a) on the second party submitting an invoice for an equivalent amount;
- (b) on certification of the invoice by the Project Manager nominated by the first party with respect to quality/quantity of services executed in the format in **Annexure 2**; and
- (c) Payments shall be adjusted for deductions for recoveries if any in terms of the contract, and taxes at source, as applicable under the law.

3. Notice by Service Provider to Employer

The second party, on the services reaching each stage of execution, issue a notice to the first party or the Project Manager nominated by the first party (who is responsible for supervising the Service Provider, administering the contract, certifying the payments due to the Service Provider, issuing and valuing variations to the contract, awarding extensions of time etc.), to visit the site for certification of stage completion. Within 15 days of the receipt

of such notice, the first party or the Project Manager nominated by it, will ensure issue of stage completion certificate after due verification.

4. Completion Time

The services should be completed in 5(Five) months from the date of this Agreement. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

5. If any of the compensation events mentioned below would prevent the services being completed by the intended completion date, the first party will decide on the intended completion date being extended by a suitable period:

- (a) The first party orders a delay for execution of the services on time.
- (b) Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and from information provided to second party or from visual inspection of the site.
- (c) Payments due to the second party are delayed without reason.
- (d) Certification for stage completion of the services is delayed unreasonably.

6. Any willful delay on the part of the second party in completing the services within the stipulated period will render him liable to pay liquidated damages. @ INR 1500 per day which will be deducted from payments due to him. The first party may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds 5 % of the contract amount.

7. Duties and Responsibilities of the First Party

7.1. The first party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out the services as per description of services. This will include written guidelines and regular site visit of the authorized personnel of the first party, for checking quality of services to ensure that it is as per the norms.

7.2. The Project Manager or such other person as may be authorized by the first party shall hold meeting once in a month where the second party or his representative will submit the latest information including progress report and difficulties if any, in the execution of the services. The whole team may jointly inspect the site on a particular day to take stock of activities.

7.3. The Project Manager shall record his observations/instructions at the time of his site visit. The second party will carry out the instructions and promptly rectify any deviations pointed out by the Project Manager. If the deviations are not rectified, within the time specified in the Project Manager's notice, the first party as well as the Project Manager nominated by it, may instruct stoppage or suspension of the services. It shall thereupon be open to the first party or the Project Manager to have the deviations rectified at the cost of the second party.

8. Duties and Responsibilities of the Second Party

8.1. The second party shall:

- (a) take up the services and arrange for its completion within the time period stipulated in Clause 4;
- (b) employ suitable manpower and equipment to carry out the services;
- (c) regularly supervise and monitor the progress of services;
- (d) abide by the technical suggestions/direction of supervisory personnel designated by the Employer;
- (e) be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification;
- (f) ensure that the services is carried out in accordance with specifications, drawings and within the total of the contract amount without any cost escalation;
- (g) keep the first party informed about the progress of services;
- (h) maintain necessary insurance against loss of equipment and property etc. or workman disability compensation claims of the personnel deployed on the services as well as third party claims.
- (i) pay all duties, taxes and other levies payable by service providers' agencies as per law under the contract (First party will effect deduction (TDS) from running bills in respect of such taxes as may be imposed under the law).

9. Variations / Extra Items

The services shall be carried out by the second party in accordance with the approved specifications. However, if, on account of any other factors, variations are considered necessary, the following procedure shall be followed:

- (a) The second party shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven days of the request before the Variation is ordered.
- (b) If the quotation given by the second party is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price which shall be based on Project Manager's own forecast of the effects of the Variation on the Service Provider's costs.
- (c) The second party shall not be entitled to additional payment for costs which could have been avoided by giving early warning.

10. Securities

The Performance Security (either a Bank Guarantee in the format attached or Fixed Deposit/ Term Deposit Receipt from a Nationalized or Scheduled Bank in India) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The Performance Security shall be valid beyond 45 days the completion period.

11. Termination

11.1. By the Employer

The Employer may terminate this Contract, by not less than 15 days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified below:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within 15 days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) if, as the result of Force Majeure (means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.), the Service Provider is unable to perform a material portion of the services for a period of not less than 30 days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract pursuant to GCC clause 9, then the Employer may after giving fourteen days written notice to the Service provider, terminate the contract and expel him from the site.

11.2. By the Service Provider

The Service Provider may terminate this Contract, by not less than 15 days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified below:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 13 within 45 days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the services for a period of not less than 30 days.

11.3. Suspension of Loan or Credit

In the event that the World Bank suspends the loan or Credit to the Employer, from which part of the payments to the Service Provider are being made, the Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the World Bank's suspension notice.

12. Payment upon Termination

Upon termination of this Contract, the Employer shall make the following payments to the Service Provider:

- (a) payment for services satisfactorily performed less advances or other recoveries or any taxes to be deducted at source(TDS) as per applicable law, prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 11.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

13. Settlement of Disputes

13.1. Amicable Settlement: The Employer and Bidder shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

13.2. Dispute Settlement

- (a) If any dispute arises between the Employer and the Service Provide in connection with, or arising out of, the Contract or the provision of the services, whether during carrying out the services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.
- (b) The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- (c) The Adjudicator shall be paid by the hour at the rate specified above together with reimbursable expenses for vehicle hire, food and lodging, if required, as agreed in connection with the adjudication procedure, and the cost shall be divided equally between the Employer and the Bidder, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.
- (d) The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and latest amendment.
- (e) Should the Adjudicator resign or die, or should the Employer and the Bidder agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Employer and the Bidder. In case of disagreement between the Employer and the Bidder, within 30 days, the Adjudicator shall be designated by the President of the Institution of Engineers, Meghalaya State Centre, Shillong at the request of either party, within 14 days of receipt of such request.

(f) The place of adjudication/arbitration shall be Shillong, Meghalaya, India

(g) The Court of Jurisdiction shall be Shillong, Meghalaya, India.

14. Corrupt and Fraudulent Practices

The World Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Para 1.16 of "Guidelines - Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits and Grants by World Bank's Borrowers, January 2011, Revised July 2014". (**Appendix 1**) In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

The Priced Bill of Quantities (**Annexure 1**), The Format of Certificate (**Annexure 2**) Description of Services (**Annexure 3**), Description of AWLR sites proposed under NHP Meghalaya (**Annexure 4**) and Drawing (**Annexure 5**) are attached

Signed and delivered by Shri Dhananjay Talukdar, Partner of Technovation Engineering Services for and on behalf of the Service Provider

In the presence of the Witness:

- i)
- ii)

SIGNATURE

Signed and delivered by Shri. W.M.M Law, Chief Engineer, Water Resources Department for and on behalf of the Employer.

In the presence of the Witness:

- i)
- ii)

SIGNATURE