

①

SL-50

GOVERNMENT OF ASSAM
OFFICE OF THE CHIEF ENGINEER, PWD, NH WORKS, ASSAM, CHANDMARI, GHY-3.
No. NHR.26/2016/Pt/ 50 Dated Guwahati, the 11th Dec/2017

Termination of Contract

To,

M/s Wadia Techno Engineering Services Ltd.(WTESL) in consortium with
M/s Yooshin Engineering Corporation
Wing 'A' Raheja Point I, Pt. Jawaharlal Nehru Road
Vakola Santacruz(E) Mumbai-400055
Email: bd@wadiaengg.com
International@yooshin.com

Sub: Consultancy Services for Feasibility Study and preparation of Detailed Project Report for construction of roads of NH standard(2-Lane) with major bridges over river Brahmaputra, Subansiri, Khabalu & Lohit along the alignment from Sivasagar-Desangmukh-Tekeliphuta-Dhakuakhana-North Lakhimpur-Majuli-Jorhat in the State of Assam. {Package no PWD-NH(R)/CONSULTANCY /2016-17/01(RT)}

Ref. (i) Notice To Proceed with the work no. NHR.26/2016/Pt/13 dtd 27.1.2017
(ii) T.O. letter no. NHR.26/2016/Pt/ 43 dtd 02.11.2017
(iii) Your letter no. WTESL/Proj/PWD-Assam/865 dtd 04.12.2017
(iv) M/s Yooshin Engg. Corporation letter no. YS-OD-2017-241 dtd 30.11.2017

Dear Sir(s),

1. The work of consultancy service for Feasibility Study & preparation of DPR mentioned above was allotted to M/s Wadia Techno Engineering Services Ltd.(WTESL) in consortium with M/s Yooshin Engineering Corporation Wing 'A' Raheja Point I, Pt. Jawaharlal Nehru Road Vakola Santacruz(E) Mumbai-400055 (Hereinafter referred to as consultant) vide NPW no. NHR.26/2016/Pt/13 dtd 27.1.2017 and contract agreement was accordingly executed on 27.01.2017. It is also to state that the consultant in the form of a consortium between two firms was declared as the preferred bidder based on evaluation of technical and financial bids prior to allotment of the work.
2. While the work was in progress, M/s Yooshin Engg Corporation vide their letter dtd 11.09.2017 addressed to the Chief Secretary Govt. of Assam alleged forgery of signature of their representative- **Mr. Hwi Suk Jung** in the power of attorney document used for signing the contract agreement for the said work. On receipt of this, clarifications were sought from both partners of the consortium vide this office letter nos. NHR.26/2016/Pt/38 dtd. 21/10/2017 & NHR.26/2016/Pt/39 dtd. 21/10/2017 respectively. In response to the above letters WTESL **denied their involvement in any type of forgery and** M/s Yooshin Engg Corporation confirmed genuineness of the complaint made by them to the Chief secretary, Assam and reiterated that the signature of their representative **Mr. H.J. Jung** was forged in the power of attorney document used to sign the contract for the above work.
3. In this connection it is to state that M/s Yooshin Engg Corp. is one of the consortium partner proposed by the consultant which is now been disowned by M/s Yooshin Engg. Corporation. The consultant was declared the preferred bidder based on the combined scores obtained by the consortium partners which included the credentials of M/s Yooshin Engg Corp.

Contd..2

SLC

4. Now, in view of one of the consortium partner questioning the legal validity of the process & relevant legal documentations in formation of the consortium, the undersigned was of the opinion that the very premises upon which the JV was formed and consultants were selected and agreement was executed and award of work was made were no longer tenable and decided to serve notice for intended termination of contract. This notice was served vide T.O. letter no. NHR.26/2016/Pt/43 dtd. 02.11.2017 with instructions to furnish the response within stipulated time as per contract agreement.
5. In response to the above notice both the consortium partners have submitted their views / clarifications vide WTESL/Proj/PWD-Assam/865 dtd 04/12/2017 (WTESL) & YS-OD-2017-241 dtd 30.11.2017 (M/s YooshinEngg Corporation) respectively.
In their response, WTESL has denied any foul play on their part so far as alleged forgery etc. are concerned and requested to allow them time to resolve the issue. The other partner M/s YooshinEngg Corporation, in their response reiterated their stand on their allegation and stated that they were fictitiously made a party to the consortium and subsequent agreement by forgery.
6. The response submitted by both the partners of the consortium has been examined in the light of the contract agreement and their response is not found to be satisfactory considering the timely and successful implementation of the work.
7. Under the above circumstances it is evident that the award of the work made to the consultant is not legally tenable. **As such as per Cl no. 2.9.1 of GCC of the contract agreement this contract is hereby terminated. The performance security submitted for the work is also hereby forfeited.**
8. Further the non-performance and delay by your consortium in execution of the work has resulted in an adverse impact on the reputation of the state PWD and MoRT&H as the project could not be delivered on time. Accordingly the following are hereby debarred from participating in projects undertaken by the Assam PWD NH Works as well as works of MoRT&H implemented by Assam PWD NH Works for a period of 2(two) years as per clause 7.4.2 of the GCC of the contract agreement:-

- (i) M/s Wadia Techno Engineering Services Ltd.(WTESL) in consortium with M/s Yooshin Engineering Corporation
- (ii) M/s Wadia Techno Engineering Services Ltd Wing 'A' Raheja Point I, Pt. Jawaharlal Nehru Road Vakola Santaacruz(E) Mumbai-400055
- (iii) M/s Yooshin Engineering Corporation Seoul, Korea
(Email: International@yooshin.com)

Yours faithfully,

Chief Engineer, P.W.D., NH Works,
Assam, Chandmari, Guwahati-3.

Contd..3