

# राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार  
तीसरी मंजिल, पीटीआई बिल्डिंग, 4-संसद मार्ग, नई दिल्ली-110 001

National Highways & Infrastructure Development Corporation Limited

Ministry of Road Transport & Highways, Govt. of India  
3rd Floor, PTI Building, 4-Parliament Street, New Delhi-110001, +91 11 2335 1282, www.nhidcl.com



सार्वजनिक क्षेत्र का उपक्रम

A PUBLIC SECTOR UNDERTAKING

NHIDCL-12014/02/2014/MN/NH-8/Vol-III/289

Dated: 11.08.2017

To

- 1) Director General (RD) & SS, Ministry of Shipping, Road Transport & Highways.
- 2) Chairman-National Highway Authority of India (NHAI)
- 3) Chief Secretaries/Secretaries (PWD/Roads) of all State Governments/UTs dealing with National Highways and Centrally Sponsored Schemes
- 4) Chief Engineers of all States/UTs dealing with National Highways and Centrally Sponsored Schemes.
- 5) Director General (Border Roads), Seema Sadak Bhawan, Ring Road, Naraina, New Delhi-110010
- 6) All officers of NHIDCL HQ/branch Office.
- 7) Media Relation/IT Division of NHIDCL with a request to get it hosted on NHIDCL website.

**Sub:** Debarring/Blacklisting of M/s Woodhill Infrastructure Limited from short-listing; participating or bidding for projects of/or to be undertaken by NHIDCL.

Sir/Madam,

National Highways and Infrastructure Development Corporation Limited (NHIDCL) had entered into a Contract Agreement dated. 09.11.2015 with M/s Woodhill Infrastructure Limited for the project Temporary restoration of Tamenglong-Khongsang Road (NH-137) of about 40 km length in the state of Manipur.

2. By Order dated 02.08.2017 National Highways & Infrastructure Development Corporation Limited (NHIDCL) debarred M/s Woodhill Infrastructure Limited for a period of 2 years from taking part in future bidding process in NHIDCL projects due to the fact that the Bank Guarantee submitted by the Contractor was not genuine and in fact forged and fabricated and thereby engaging in fraudulent practice.

3. The complete debarment order dated 02.08.2017 is hosted on the NHIDCL website [www.nhidcl.com](http://www.nhidcl.com) and also enclosed for reference.

Col. Rajeev Sood (Retd)  
General Manager (Tech)



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CIN: U45400DL2014GOI269062

सार्वजनिक क्षेत्र का उपक्रम

A PUBLIC SECTOR UNDERTAKING

REGD. A.D./COURIER/BY HAND

No. NHIDCL-12014/02/2014/MN/NH-8/Vol-III/२२७

Date: 02.08.2017.

To

M/s. Woodhill Infrastructure Limited,  
D-42, RDC Raj Nagar,  
Ghaziabad  
Uttar Pradesh

Kind Attn: Mr. Manish Chaudhary, Authorised Signatory.

Sub: Temporary restoration of Tamenglong - Khongsang Road (NH-137) of about 40 km length in the State of Manipur -Debarment from future bidding under Clause 37.1 of RFP document.

Ref.: (1) Contract Agreement dated 09.11.2015; and  
(2) Termination notice dated 09.05.2016.

Sir,

WHEREAS the Ministry of Road, Transport & Highways (hereinafter referred to as the "Ministry") had, through invitation for bids dated 06.02.2015, BID No. NH-12014/02/2014/MN/NH-8 (01), invited bids through online mode from registered contractors and firms for temporary restoration of Tamenglong - Khongsang Road (NH-137) of about 40 km length in the State of Manipur (hereinafter referred to as the "Project"). The tender document (hereinafter referred to as the "Tender Document") *inter alia* contained the prequalification for technical proposal, Instruction to Bidders (hereinafter referred to as the "ITB") and the Conditions of Contract.

AND WHEREAS pursuant to the evaluation of various bids, the bid submitted by M/s. Woodhill Infrastructure Limited (hereinafter referred to as the "Contractor"), *vide* letter dated 07.03.2015 was found to be the lowest bid and accordingly, the Ministry *vide* its letter of acceptance dated 06.08.2015 (hereinafter referred to as the "LOA") accepted the offer in terms of the Tender Document.

AND WHEREAS, as per the requirements of the ITB, the Contractor was required to submit a Bank Guarantee towards performance security in the form and format provided under the ITB. The Contractor submitted a Bank Guarantee dated 09.10.2015 for an amount of Rs. 66,20,000/-, bearing no. 015GT02151910159, purported to have been issued by HDFC Bank, Imphal (hereinafter referred to as the "Bank Guarantee").

AND WHEREAS thereafter, the Ministry vide its letter no. NH-12014/02/2014/MN/NH-8 dated 16.10.2015 entrusted the work of implementation of the Project to National Highways & Infrastructure Development Corporation Limited (hereinafter referred to as the "NHIDCL") and transferred the bid document and the Bank Guarantee to NHIDCL for its further necessary action.

AND WHEREAS pursuant to the Ministry entrusting the Project to NHIDCL, NHIDCL vide its letter no. NHIDCL/Manipur/Tamenglong-Khongsang/2015 dated 03.11.2015 sought from the Bank Manager, HDFC Bank, Imphal branch, a confirmation on the issuance of the Bank Guarantee and further on 05.11.2015 directed Manager (Project) of its Imphal branch office to visit the Bank personally and verify particulars of the Bank Guarantee. The Manager (Project) visited the Bank on 05.11.2015 and was informed by Mr. Goutam, an employee of the Bank that the Branch Manager was on leave for some personal work. The Manager (Project) was further informed that a confirmation letter dated 04.11.2015 had already been sent to the headquarters of NHIDCL from the Bank's office via mail and the same letter was also handed over to the Manager (Project) who thereafter sent the letter to the headquarters of NHIDCL.

AND WHEREAS based on the bona fide belief that the Bank Guarantee was valid, NHIDCL went ahead with the execution of the Contract and the Contract was duly executed by NHIDCL and the Contractor on 09.11.2015.

AND WHEREAS subsequently upon verification it was found that the Bank Guarantee submitted by the Contractor was not genuine and in fact forged and fabricated. The submission of forged Bank Guarantee is now an admitted fact and moreover bolstered by the fact that a fresh BG in lieu of the forged BG was submitted by the Contractor on 02.12.2015.

AND WHEREAS, submission of a forged bank guarantee by the Contractor amounted to fundamental breach of the Contract and accordingly in exercise of its contractual rights, the NHIDCL had terminated the Contract vide Notice dated 09.05.2016 after following the due procedure under the Contract Agreement.

AND WHEREAS, in terms of the bid documents read with the applicable law, the NHIDCL is empowered to seek further action against the Contractor for having indulged in such fraudulent act. In this regard, Clause 37 may also be referred to which is read as under:

### **"37. Corrupt or fraudulent Practices**

**37.1 The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with National Highways Authority of India/State PWD or any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contract or in execution."**

AND WHEREAS, in the premises, a case is made out against the Contractor for debarment on account of having indulged in such fraudulent act.

In compliance with the principles of natural justice, a show cause notice was issued to the Contractor vide this office letter dated 19.08.2016. Thereby requiring the Contractor to Show Cause for a proposed period of debarment for a period of 5 years.

Whereas the reply of the Contractor dated 27.08.2016 has been examined in detail and same was not found satisfactory because the Contractor is responsible for its action and cannot take an alibi. The Contractor was required to exercise due diligence at all times which they have failed to do.

Whereas the Contractor was also given opportunity to present his case in person vide this office letter dated 14.03.2017 in compliance with the principles of natural justice.

Whereas the personal hearing was held on 02.05.2017 with the Competent Authority of NHIDCL, where the submission of Contractor was heard in detail including their submission that they should not be debarred. The Contractor was advised to submit their written representation and it was also informed that any action of debarment will be as per provision of Contract Agreement.

Whereas during the personal hearing, the Competent Authority at NHIDCL stressed that the losses that have occurred to the company and the Government should be immediately paid.

Whereas the Contractor has submitted written submission vide letter dated 02.05.2017 and informed that they are ready to pay the damages amount subject to the condition that punitive action of debarment should not be taken against them. The Contractor also by this letter admitted the factum of submission of fresh BG since the initial BG was fake and fabricated.

Whereas the Contractor was informed vide this office letter dated 06.06.2017 that the conditional proposal vide letter dated 02.05.2017 is not acceptable to NHIDCL and stood rejected more particularly in view of the contractual provisions.

Whereas the Contractor vide letter dated 13.06.2017 has submitted that the letter dated 02.05.2017 was not conditional, however the same was as part of amicable settlement. However, there is no offer of unconditional settlement and the contractor reiterated that they should not be debarred on the condition of payment.

The competent authority of NHIDCL has considered all the facts and is of the view that the Contractor M/s. Woodhill Infrastructure Limited has engaged in fraudulent practice and in accordance with clause 37.1 of Contract Agreement M/s Woodhill Infrastructure Limited is hereby debarred for two years from taking part in future bidding process in NHIDCL projects.

It may be noted that NHIDCL shall be at liberty to take such other and further steps as per the Contract and applicable laws.

This is issued with the approval of the Competent Authority of NHIDCL.



(Col Rajeev Sood)  
General Manager (T)  
For and on behalf of National Highways & Infrastructure Development Corporation  
Limited

