

राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार  
तीसरी मंजिल, पीटीआई बिल्डिंग, 4-संसद मार्ग, नई दिल्ली-110001



**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 23461600, www.nhidcl.com

(भारत सरकार का उद्यम)

(A Government of India Enterprise)

NHIDCL/MMLP Jogighopa/IWT Terminal/AE/221390/2023

Date: 27.10.2023

## **DEBARMENT NOTICE**

**Sub: Debarment of M/s Kashec Engineers Pvt. Ltd. from participating in the pre-qualification or bidding for all future projects to be undertaken by NHIDCL/NHAI/MoRTH for a period of 2 years-reg.**

1. LOA for the work "Consultancy Services and Authority's Engineer for Supervision of Development of Inland Water Transport (IWT) Terminal at MMLP Jogighopa, Assam" was issued to M/s Kashec Engineers Pvt. Ltd vide letter dated 10.08.2023 .
2. Whereas, it was intimated that as per conditions of the RFP (Clause 7 of section 2), an unconditional Bank Guarantee towards Performance Security for an amount of Rs. 14,15,492/- (Rs. Fourteen Lakhs Fifteen Thousand Four Hundred Ninety-Two only) i.e., 5% of the Contract Price has to be submitted within 15 days of issue of LoA i.e., 10.08.2023.
3. Whereas, An advance notice was also issued vide letter dated 07.08.2023 and amendment vide letter dated 08.08.2023 for submission of the PBG to NHIDCL.
4. Whereas, vide letter dated 11.08.2023, consultant requested the time for extension of Bank Guarantee and assured to submit Bank Guarantee within 7 days.
5. Whereas, a reminder letter was also issued on 24.08.2023 to the consultant to submit the required Performance Bank Guarantee.
6. Whereas, consultant vide letter dated 24.08.2023 has intimated that they are unable to submit the required Performance Bank Guarantee due to the cash flow issue.
7. Whereas, LOA issued to the consultant was withdrawn and Bid security of Rs. 50,000/- was forfeited as per Clause 29 of section 1 of RFP which states that "The Bid Security will be forfeited: (d) If the Successful Consultant fails to furnish the Performance Security within the stipulated time."
8. Whereas, it is pertinent to mention that due to non-submission of Bank Guarantee by the consultant, the appointment of AE for the subject project has been delayed, hindering the work progress.
9. Whereas, a show cause notice vide letter dated 25.09.2023 was issued to consultant to justify why no action should be taken against your firm in the future projects for a period of 2 years within 7 days failing which necessary action will be taken against the firm as deemed fit. However, Consultant vide letter dated 28.09.2023, replied to the show cause notice which was not found satisfactory.
10. Whereas, as Clause 7.4 of section 2 of RFP which states that "Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that in the event of failure of the Consultant to provide the Performance Security in accordance with the provisions of

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Clause 6.1 and 7.1 within the time specified therein or such extended period as may be provided by the Authority, in accordance with the provisions of Clause 7.3, all rights, privileges, claims and entitlements of the Consultant under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Consultant and the LoA shall be deemed to have been withdrawn by mutual agreement of the Parties. **Authority may take action to debar such firms for future projects for a period of 1-2 year.**

11. Whereas, in light of the above, M/s Kashec Engineers Pvt. Ltd., & 110/11/23, 2<sup>nd</sup> Floor Block B & C, Banzer Biz, Baner Pune - 411-045, is hereby debarred from participating in future projects of NHIDCL/NHAI/MoRTH either directly or indirectly from the date of issuance of this notice for a period of 2 years in accordance with clause 7.4 of section 2 of the RFP.

12. This Debarment order is issued without prejudice to any other rights or remedy available with the Authority under the Contract Agreement and / or applicable law.

13. This issues with the approval of the Competent Authority.

  
General Manager(Infra)  
Email:gm.infra@nhidcl.com

Copy to:

1. PPS to Director General (Road Development) and Special Secretary, MoRT&H
2. PS to The Chairman, NHAI,
3. PS to DGBR, Seema Sadak Bhawan,
4. PS to MD, NHIDCL
5. PS to Director(T), NHIDCL
6. PS to Director(A&F), NHIDCL
7. All ED(T/P), GM(T/P), DGM (T/P), NHIDCL
8. IT Division, NHIDCL- to host the notice on NHIDCL website.
9. Consultant i.e. M/s Kashec Engineers Pvt. Ltd.