

# 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



**BHARATMALA**  
ROAD TO PROSPERITY



**NHIDCL**  
BUILDING INFRASTRUCTURE - BUILDING THE NATION

CIN: U45400DL2014GOI269062

(भारत सरकार का उद्यम)

(A Government of India Enterprise)

NHIDCL/Ar.Pr./Joram-Koloriang(Pkg-3,4,6&7)/NH713/2020 /2174

26.10.2020

## CIRCULAR

**Sub:-** Construction of Balance work of Two-lane with paved shoulder of Joram-Koloriang Road (NH-713) on EPC Basis, in the State of Arunachal Pradesh under SARDP-NE package-3,4,6 & 7- **Letter of Debarment under provisions of Clause 2.6.3 read with Clause 4.2 of section 4 of RFP document -reg.**

With the approval of the Competent Authority of NHIDCL, the following Contractors have been debarred from participating in future projects of/or to be undertaken by NHIDCL w.e.f. 26.10.2020 till 25.10.2021. Copy of debarment letter no. NHIDCL/Ar.Pr./Joram-Koloriang(Pkg-3,4,6&7)/NH713 /2020/2173 dated 26.10.2020 is enclosed herewith for information and records:-

i. M/s TANOR ENGINEERING JV M/s SUMAN CONSTRUCTION

Vill- Pangkeng, PO- Pessing,  
PS- Rumgong, District -Siang,  
Arunachal Pradesh  
PIN - 791001, India,

ii. M/s TANOR ENGINEERING

Vill- Pangkeng, PO - Pessing,  
PS - Rumgong,  
District - Siang, Arunachal Pradesh  
PIN - 791001, India and

iii. M/s SUMAN CONSTRUCTION

Mancotta Road, Chowkidinghee,  
Dibrugarh, Assam  
Pin- 786001, India,

(Ajay Ahluwalia)  
Executive Director-I  
HQ, NHIDCL

26.10.2020

Copy to:

- Director General (RD) & SS Ministry of Road Transport & Highways.
- Director General (Border Roads), Seema Sadak Bhawan, Ring Road, Narayana, New Delhi 100010
- Chairman, NHAI

- iv. Chief Secretaries/Secretaries(PWD/Roads) of all State Govt. /UT with National Highways and Centrally Sponsored Schemes.
- v. Chief Engineers of all State Govt. /UT dealing with National Highways and Centrally sponsored Schemes.
- vi. P.S. to MD, NHIDCL, Director (A&F/T) NHIDCL
- vii. All officers of NHIDCL-HQ/Branch Offices. ✓
- viii. Media relation/IT division/Infracon cell with request to get it hoisted on NHIDCL website.

Ajay A.  
26.10.2020

27/10/20  
Sr. Mar (Sr)

# राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड

सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार  
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BUILDING INFRASTRUCTURE - BUILDING THE NATION

CIN: U45400DL2014GOI269062

(A Government of India Enterprise)

NHIDCL/Ar.Pr./Joram-Koloriang(Pkg-3,4,6&7)/NH713/2020 /2173

Dated: 26.10.2020

To

**i. M/s TANOR ENGINEERING JV M/s SUMAN CONSTRUCTION**

Vill- Pangkeng, PO- Pessing,  
PS- Rumgong, District -Siang,  
Arunachal Pradesh  
PIN - 791001, India

**ii. M/s TANOR ENGINEERING**

Vill- Pangkeng, PO - Pessing,  
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District - Siang, Arunachal Pradesh  
PIN - 791001, India

**iii. M/s SUMAN CONSTRUCTION**

Mancotta Road, Chowkidinghee,  
Dibrugarh, Assam  
Pin- 786001, India

**Sub:-** Construction of Balance work of Two-lane with paved shoulder of Joram-Koloriang Road (NH-713) on EPC Basis, in the State of Arunachal Pradesh under SARDP-NE package-3,4,6 & 7- Letter of Debarment under provisions of Clause 2.6.3 read with Clause 4.2 of section 4 of RFP document -reg.

**Ref:**


1. HQ,NHIDCL.letter.No.NHIDCL/Ar.Pr./Joram-Koloriang(Pkg-3,4,6&7)/NH713/ 2020/2117 dated 20.08.2020.
2. M/s TANOR ENGINEERING letter No.Nil dated 25.08.2020.
3. M/s SUMAN CONSTRUCTION letter No.Nil, Dated Nil.

Sir,

Whereas, M/s Tanor Engineering in JV with M/s Suman Construction have submitted four (04) bids for the subject mentioned projects of package-3,4,6 & 7 and claimed the eligibility for technical capacity in the name of M/s Tanor Engineering, based on the certificates of issuing Authority for the following works:

(a) Widening and upgradation of town at Tuensang Providing Premix carpeting, E/work cutting, constn. of RCC Hume pipe Culvert and CC side Drain.

(b) Construction of Longto Changchang- Liangmen-Ponu vally- yachung "C" Group -A (0 km to 30 km).

  
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(c) Construction 250m Span RCC Bridge over Disagapu River on Dimapur to Ganeshnagar Road At 17.20 km.

2) Whereas, there were specific complaint(s) regarding these three works to the effect that the enclosed certificates are false, hence, the same have been got verified from the issuing Authority, and in response, the issuing Authorities have intimated that their office did not issue any such experience certificate to M/s Tanor Engineering, as well as that, there is no record of the mentioned works and all are found to be false.

3) Whereas, the bid of M/s Tanor Engineering JV M/s Suman Construction for all the above works were rejected and declared Technically Non- Responsive as per clause 2.6.2 of the RFP.

4) Whereas, the Authority vide letter at Sr.No.(1) under reference above issued 'SHOW CAUSE NOTICE' to explain within 7 (seven) days as to why you should not be debarred from participating in the future projects of NHIDCL for a period of One year.

5) Whereas, M/s TANOR ENGINEERING vide letter at Sr.No.(2) under reference above, has submitted explanation and stated that one of their employee Project Manager (West Kameng District), Shri Raju Chetri, while bidding had practiced this malafide decision/intention of including fake orders and M/s Tanor Engineering has also accepted their mistake and negligence. They have requested that this kind of mistakes and negligence won't be repeated again in future and requested jointly or separately not to debar from participating in future tenders of NHIDCL.

6) Whereas, M/s SUMAN CONSTRUCTION vide letter at Sr.No.(3) under reference above has submitted explanation and stated that they have only provided Technical Support as a Joint Venture Member to M/s Tanor Engineering (Lead Member) to participate in the bid for the mentioned works and requested not to debar from NHIDCL projects. Through the letter under reference at Sr. No.(3), M/s Suman Construction has pledged to not get associated with this kind of malafide contractors in future course of time.

7) Whereas, the directions of the Hon'ble Supreme Court judgment in Kulja Industries Vs Chief General Manager, Western Telecom Project BSNL & Ors AIR 2014 SC 9, have been deliberated and considered, and are as follows:

Sl. No.	Relevant factors considered for debarment in terms of Kulja Industries Limited.	Remarks of NHIDCL
(a)	The actual or potential harm or impact that result or may result from the wrongdoing.	The false experience certificates would have been considered for determining the eligibility of technical capacity in bid and the work may have got awarded to a contractor who was not competent to execute the work and a falsehood would have got propagated.
(b)	The frequency of incidents and/or duration of the wrongdoing.	Not in knowledge.
(c)	Whether there is a pattern or prior history of wrongdoing.	Not in knowledge.
(d)	Whether the contractor has been excluded or disqualified by an agency of the Federal Government or has not been allowed to participate in State or local contracts or assistance agreements on the basis of conduct similar to one or more of the causes for debarment specified in this part.	Not in knowledge.
(e)	Whether and to what extent did the contractor plan, initiate or carry out the wrongdoing.	The bid has been submitted on the basis of fake certificates for determining the capacity for technical eligibility.



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		The false certificates would have been considered in evaluation. Hence, the JV has attempted to obtain the contract through fraudulent practice and with malafide intention. The JV has attempted to mislead the Public Sector Undertaking of the Government of India by submitting the fake certificates.
(f)	Whether the contractor has accepted responsibility for the wrongdoing and recognized the seriousness of the misconduct.	<p>The lead member i.e. M/s Tanor Engineering vide letter dated 25.08.2020, has accepted that the designated Project Manager for the concerned bid i.e. Shri Raju Chetri, while bidding had practiced this malafide decision/intention of including fake orders and completion certificates in the bid. M/s Tanor Engineering has accepted their mistake. M/s Tanor Engineering has also accepted that M/s Suman Construction who was the other member of the JV has not done any forged activity in the bid.</p> <p>M/s Suman Construction vide letter (undated), has stated that they have only provided technical support as a Joint Venture Member to M/s Tanor Engineering (Lead Member) to participate in the bid and also stated that they have not submitted any forged or duplicate work order or completion certificate.</p>
(g)	Whether the contractor has paid or agreed to pay all criminal, civil and improper activity, including any investigative or administrative costs incurred by the Government, and has made or agreed to make full restitution.	No
(h)	Whether the contractor has cooperated fully with the government agencies during the investigation and any court or administrative action.	M/s Tanor Engineering & M/s Suman Construction both replied to the Show Cause Notice dated 20.08.2020, in individual capacity.
(i)	Whether the wrongdoing was pervasive within the contractor's organization.	Not in Knowledge.
(j)	The kind of positions held by the individuals involved in the wrongdoing.	Project Manager. (West Kameng District), Arunachal Pradesh.
(k)	Whether the contractor has taken appropriate corrective action or remedial measures, such as establishing ethics training and implementing programs to prevent recurrence.	Not in Knowledge.
(l)	Whether the contractor fully investigate the circumstances surrounding the cause for	Not in Knowledge.



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debarment and, if so, made the result of the investigation available to the debarring official.
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8) Whereas, as per RFP clause 2.6.3, it is mentioned that *"In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of defect liability subsistence thereof, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the contractor either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Contractor, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Contractor. In such an event, the Authority shall be entitled forfeit and appropriate the Performance Security, as damages and/or to debar the Bidder/Selected Bidder/Contractor from participating in the future projects of NHIDCL, for a period of one year, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and / or the Agreement, or otherwise."*

9) Whereas, as per RFP clause 2.20.5, it is also mentioned that *"The Bidder may be debarred for a period of one year from participating in the future projects of NHIDCL, for causing loss of time and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority under the bidding documents and / or under the Agreement, or otherwise, under the following conditions:*

If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;


1. If a Bidder withdraws its BID during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
2. In the case of Selected Bidder, if it fails within the specified/extended time limit by Authority -
  1. to sign and return the duplicate copy of LOA;
  2. to furnish the Performance Security /Additional Performance Security (if any) as per Clause 2.21; or
  3. to sign the Agreement;"

10) Whereas, as regards to Fraud and Corrupt practices, section 4 of the RFP document clause 4.2 states as under;

*"Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 1 (one) year from the date such Bidder, or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be."*

11) Whereas, the bidder submitted the joint bidding agreement in APPENDIX –V wherein, Para No. 5, (c) reads as under:

**"Joint and Several Liability**

  
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*"The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the EPC Contract, till such time as the completion of the Project is achieved under and in accordance with the EPC Contract."*

12) Whereas, keeping in view the principles of natural justice, bidders were also given the opportunity to be heard in person on 23.09.2020 by a committee constituted with senior officer of NHIDCL for personal hearing. The Committee also recommended to debar M/s TANOR ENGINEERING JV M/s SUMAN CONSTRUCTION jointly as well as severally from participating in the future projects of NHIDCL, for a period of one year.

13) Therefore, in view of the above and after taking into consideration all the facts & records and as per the guidelines stipulated in Kulja Industries (supra), the reply given by the bidders have been scrutinized and same is not acceptable as the bidder has indulged in Fraudulent Practices and in terms of clause 2.6.3, 2.20.5 and under the provisions of clause 4.2 of section 4 of the RFP document, the Competent Authority hereby passes the following:

(i) M/s TANOR ENGINEERING JV M/s SUMAN CONSTRUCTION ( Joint Venture of M/s TANOR ENGINEERING and M/s SUMAN CONSTRUCTION) jointly and severally, is hereby debarred for a period of 01 (one) year from participating in the future projects of NHIDCL, directly or indirectly, in any form, in any work connected with NHIDCL, from the date of issue of this letter.

(ii) M/s TANOR ENGINEERING, the Lead Member, jointly and severally, is hereby debarred for a period of 01 (one) year from participating in the future projects of NHIDCL, directly or indirectly, in any form, in any work connected with NHIDCL, from the date of issue of this letter.

(iii) M/s SUMAN CONSTRUCTION, the Other Member, jointly and severally, is hereby debarred for a period of 01 (one) year from participating in the future projects of NHIDCL, directly or indirectly, in any form, in any work connected with NHIDCL, from the date of issue of this letter.

14) This letter is issued without prejudice to any other right or remedy available to the Authority under the RFP document and/or applicable law and is issued with the approval of the Competent Authority, NHIDCL.



(Ajay Ahluwalia)  
Executive Director-I  
HQ, NHIDCL

26 Oct 2020