

NHIDCL/Tripura/BM-BRT/TASPL/2017/1896
(Comp. No.:154810)

Date: 02.01.2026

To

The Authorised Signatory
M/S Technocrats Advisory Services Private Limited (M/s TASPL) in association
with Vaishnavi Infratech Services Pvt. Ltd.
145, Mithila Apartments,
76, I.P.Extension, Patparganj, New Delhi-110092

Sub: Consultancy services for carrying out feasibility study, preparation of Detailed Project Review and providing pre-construction services in respect of up-gradation to two lane with paved shoulder NH configuration of corridors under BHARATMALA project NH connectivity to BRT places of the country and ADB funded projects in the State of Tripura for the road section four lanning DPR work from Lembucherra (NH-108B) to Amtali (NH-08) of Agartala-Bypass (Western Arm)-“Debarment order of M/s TASPL in association with Vaishnavi Infratech Services Pvt. Ltd as per clause no. 7.4.2 of GCC of contract agreement for period of 12 months”- Reg.

Whereas, it is to bring to the notice that, M/s Technocrats Advisory Services Private Limited (M/s TASPL) in association with Vaishnavi Infratech Services Pvt. Ltd. of 145, Mithila Apartments, 79, I.P.Extension, Patparganj, New Delhi-110092 was appointed as DPR Consultant for the work “Consultancy services for carrying out feasibility study, preparation of Detailed Project Review and providing pre-construction services in respect of up-gradation to two lane with paved shoulder NH configuration of corridors under BHARATMALA project, National Highway connectivity to backward areas/religious/tourist places of the country and ADB funded projects in the state of Tripura for the road section of Agartala to Khowai (NH-108B), Kailasahar-Kurti Bridge (NH-208A) & Teliamura-Sabroom (NH-208)”. A Contract Agreement was signed between National Highways & infrastructure Development Corporation Limited (hereinafter referred to as the “Authority” and M/s Technocrats Advisory Services Private Limited (M/s TASPL) (hereinafter referred to as the “Consultant”) on 28.12.2016. Subsequently for preparation of DPR for Kumarghat to Kailasahar section as an additional scope of work a supplementary agreement was signed between Authority & Consultant on 30.05.2018. Moreover vide HQ, NHIDCL letter no. NHIDCL/Tripura/BM-BRT/TASPL/2017/52 dated 23.12.2019 work towards for preparation of the DPR work from Lembucherra (NH-108B) to Amtali (NH-08) of Agartala-Bypass (Western Arm) was also assigned to M/S TASPL in association with Vaishnavi Infratech Services Pvt. Ltd. as an additional change of scope & work for the same was commenced by 26.12.2019 & the Consultant has completed the DPR preparation work and submitted the tender documents along with Final DPR report to Authority on 23.03.2023 based on which the tender was invited by

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Authority & EPC Contractor was appointed on 27.03.2023.

2. Whereas, it was observed that there were deficiencies in services and breach of Contract provisions committed by M/s Technocrats Advisory Services Private Limited (M/s TASPL) in association with Vaishnavi Infratech Services Pvt. Ltd. Accordingly NHIDCL, PMU-Teliamura had issued "show Cause Notices" to the said consultant vide letter no. NHIDCL/BO-Agt/DPR/12(29)/2017-18/661-62 dated 19.07.2025.

3. Subsequently, M/s Technocrats Advisory Services Private Limited (M/s TASPL), in association with Vaishnavi Infratech Services Pvt. Ltd., submitted its response vide letter dated 01.08.2025 to the show cause notice dated 19.07.2025. Upon detailed examination, the Authority found the response to be unsatisfactory, particularly in respect of the technical aspects raised in the show cause notice. The submission lacked adequate technical substantiation, supporting data, and conclusive evidence to justify the deviations and deficiencies observed, thereby failing to address the core issues in a satisfactory manner.

4. Whereas as per Clause 3.1.1 of the General Conditions of Contract (GCC) "The consultants shall perform the services and carry out their obligations hereunder with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The consultants shall always act, in respect of any matter relating to this contract or to the services, as faithful advisers to the client, and shall at all times support and safeguard the client's legitimate interests in any dealings with sub consultants or third parties".

5. Whereas as per Clause 7.1.1 of General Conditions of Contract (GCC) "the consultant shall be responsible for accuracy of the data collected, by him directly or procured from the other agencies/authorities, the designs, drawings, estimates and all other details prepared by him as part of these services. He shall indemnify the Authority against any inaccuracy in the work which might surface during implementation of the project. The Consultant will also be responsible for correcting, at his own cost & risk, the drawings including any re-survey / investigations and correcting layout etc. if required during the execution of the services".

6. Whereas as per Clause 7.1.2 of General Conditions of Contract (GCC) "That the consultant shall be fully responsible for the accuracy of design and drawings to the bridges and structures".

7. Whereas as per clause 7.3 of General Conditions of Contract (GCC) "for inaccuracies in survey/investigation/design work the penalties shall be imposed as per details given in table 7.3.1(ii)".

8. Whereas, as per Clause 7.4.2 of general conditions of contract (GCC) "In addition to the penalty as mentioned in para 7.3, warning may be issued to erring consultants' minor deficiencies. In the case of major deficiencies in the

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detailed project report involving time and cost overrun and adverse effect on reputation of NHIDCL, other penal action including debarring for certain period may also be initiated as per policy of NHIDCL.”

9. Whereas as per clause 4.11.4.4.4 of Terms of Reference “Geotechnical Investigations and Sub soil Exploration shall be carried out to determine the nature and properties of existing strata in bed, banks and approaches with trial pits and bore hole sections showing the levels, nature and properties of various strata to a sufficient depth below the level suitable for foundations, safe intensity of pressure on the foundation strata, proneness of site to artesian conditions, seismic disturbance and other engineering properties of soil etc. Geotechnical investigation and Sub-soil Exploration will be done as per IRC 78”.

10. Whereas, it is observed that aforesaid clauses of Consultancy Agreement have not been adhered by M/S Technocrats Advisory Services Private Limited (M/s TASPL) in association with Vaishnavi Infratech Services Pvt. Ltd. and as a result the EPC Contractor for the said project has submitted additional change of scope proposal for an amount of Rs. 185.71 Cr, which was 22.41% of the Contract amount under the following incidents:

a. **Requirement of additional ground improvement/Soil Treatment:** As per the DPR preparation of Consultant there were requirement of soil treatment from Km 5+300 to Km 6+700 (length 1.4 Km) & from Km 20+000 to Km 25+000 (for minimum length of appx. 600m at different locations) totalling 2.00 km soil treatment in marshy land whereas the EPC Contractor has claimed that similar or even worse soil parameters was identified additionally in 15.192 Km of road length based on the geo-technical investigations done by the EPC contractor, which were duly got confirmed through IIT Guwahati.

b. **Requirement of additional structures:** The consultant had provisioned total 90 no of structures which includes 21 MNB, 01 MJB, 36 culverts, 02 flyover, 01 ROB & 29 underpasses in DPR whereas during execution the EPC Contractor identified additional 20 structures which includes 01 MJB cum underpasses, 07 MNB, 04 viaduct, 06 culvert, 01 VOP & 01 LVUP at various project locations. Further it is to mention that the consultant considered reinforced earthen walls at the locations of water bodies which is not according to section 7.15.1 of IRC:SP-84:2019.

11. In view of the above, it is evident that the M/S Technocrats Advisory Services Private Limited (M/s TASPL) in association with Vaishnavi Infratech Services Pvt. Ltd., has shown lack of seriousness, unprofessional approach, lackadaisical behaviour towards preparation of DPR which includes:

(a) Deficient services to NHIDCL (like inaccurate data collection, inaccurate design, misaligning of the structures, breached the codal provisions);

(b) Breach of Clause 3.1.1, 7.1.1, 7.1.2, 7.3, 7.4.2 of GCC & 4.11.4.4.4 of TOR.

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(c) Lack of commitment of the DPR Consultant.

(d) Severely affecting the interests of NHIDCL for the work which also inter-alia includes substantial change of scope, exceeding 20% of the project cost & delay in completion of the project, which in turn affected project cost and time overrun that ultimately delayed the project.

(e) Total lack of ability to execute the consultancy contract and failure to comply with conditions stipulated in TOR, GCC and other lawful directions of the Authority.

12. In the light of the aforementioned, non-exhaustive fundamental breaches and in view of the M/s Technocrats Advisory Services Private Limited (M/s TASPL) in association with Vaishnavi Infratech Services Pvt. Ltd. persistent and sustained gross default in fulfilling contractual obligations, leading to a material adverse effect on the Project in terms of time, cost overrun and adverse effect on the reputation of NHIDCL, the Authority in accordance with Clause 7.4.2 of the Consultancy Agreement hereby debar M/s Technocrats Advisory Services Private Limited (M/s TASPL) in association with Vaishnavi Infratech Services Pvt. Ltd., for a period of 12 (Twelve) months from participating in future projects of NHIDCL/MoRT&H & all its executing agencies either directly or indirectly from the date of issuance of this notice. The authority hereby also imposes penalty of 5% of the Contract Price in terms of Clause 7.3, sub clause 7.3.1 (i) i.e. the penalty for error/variation as evident in escalation of overall project cost by more than 15% of the cost of civil works, to the DPR consultant.

13. This Debarment Order is issued without prejudice to any other right or remedy available with the Authority under the Consultancy Agreement and /or applicable law.

14. This issues with the approval of Competent Authority.

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(Samar Bahadur Singh)
Executive Director (Technical)

Copy to:

- i. PPS to DG (RD) & SS, MoRT&H
- ii. PS to DGBR, Seema Sadak Bhawan, New Delhi
- iii. PS to Chairman NHAI
- iv. PS to MD NHIDCL
- v. PS to Director (T)/Director (A&F), NHIDCL
- vi. All ED (T/P), GM (T/P), DGM(T/P), NHIDCL
- vii. IT Division to host on NHIDCL Website
- viii. DPR Consultant, M/s Technocrats Advisory Services Private Limited (M/s TASPL) in association with Vaishnavi Infratech Services Pvt. Ltd. of 145, Mithila Apartments, 79, I.P.Extension, Patparganj, New Delhi-110092.

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