

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)

WITHOUT PREJUDICE

No. NHIDCL/Civil Work/KB-I/2022-23 / 1599

Dated: 20.03.2023

(i) To,

M/s PK-M/s GRD(JV)

Flat no.207, Basudeo Bihar Apartment,
Parmanand Path, Nageshwar Colony, Boring Road,
Patna-800001

(ii) To,

M/s Phele Khezhe

East Circular Road, D-Khel, city
Town: Kohima, PO-Kohima
Pin-797001
pelekhezhe@yahoo.com

(iii) To,

M/s Ganesh Ram Dokania

Flat no-203, Basudeo Vihar Apt,
Parmanandapath, Nageshwar
Colony Boring Road,
Patna-800001

Subject: Construction of two lane with paved shoulder of Kohima-Bypass Road connecting NH-39 (New NH-02), NH150(New NH-02), NH7-61(New NH-29) and NH-39 (New NH-02) from Design Km 21.000 to design Km 32.268 [Design Length – 11.268 Km] in the State of Nagaland Under SARDP-NE on EPC Mode (Package III)-**Notice for debarment under Clause .4.1 of the RFP”-Reg.**

Ref: Tender Id - 2022_NHIDC_708663_1

1. **WHEREAS**, bid for the work of “Construction of two lane with paved shoulder of Kohima-Bypass Road connecting NH-39 (New NH-02), NH150(New NH-02), NH7-61(New NH-29) and NH-39 (New NH-02) from Design Km 21.000 to design Km 32.268 [Design Length – 11.268 Km] in the State of Nagaland Under SARDP-NE on EPC Mode (hereinafter referred as “Project”) was invited by National Highways & Infrastructure Development Corporation Limited (NHIDCL) (hereinafter referred as the “Authority”) with bid due date as 21.11.2022; and.

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2. **WHEREAS**, M/s Pele Khezhie - Ganesh Ram Dokania (JV) (M/s PK - GRD) - Construction had submitted bid for subject work online on 21.11.2022. Bid submitted by **M/s Ganesh Ram Dokania** was evaluated on the basis of the documents submitted along with the bid.

3. **WHEREAS**, the Bank Guarantee BG No.- PUNBGIN92202022101CCB issued from PNB, CR Avenue Branch Kolkata, having validity upto 17.10.2024, submitted in favour of NHIDCL by **M/s Ganesh Ram Dokania** during the submission of Bid documents was verified from the issuing PNB C.R. Avenue Branch, Kolkata.

4. **WHEREAS**, in response to NHIDCL's email dated 04.01.2023 seeking the confirmation & request to send the SWIFT message to Canara Bank through code 760 against submitted Bank Guarantees, PNB vide email dated 10.01.2023 informed the NHIDCL that **"BG No.- PUNBGIN92202022101CCB have no record in the Finacle system and are not advised in proper format as per IBA guidelines and no MT 760 messages have been sent to beneficiary's bank in respect of the above BGs. The MT 799 message with regard to the issuance of BG is not proper format and any BG conveyed/confirmed through MT 799 has no binding effect as against the Bank. BGs have no legal binding and Bank denies any liability towards these fake BGs"**.

5. **WHEREAS**, consequent upon receipt of email dated 10.01.2023, the bid of M/s Pele Khezhie - Ganesh Ram Dokania (JV) was considered as non-responsive.

6. **WHEREAS**, M/s Pele Khezhie - Ganesh Ram Dokania (JV), with malafide intention has caused breach to the relevant provisions of the RFP, which are reproduced herein under:

Clause 2.6.3 of the RFP:

"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 to 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

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Authority under the Bidding Documents and / or the Agreement, or otherwise."

Clause 2.20.4 of RFP

"The BID Security shall be forfeited and appropriated by the Authority as damages payable to the Authority for, inter-alia, time cost 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:

- a. Deleted
- b. 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;
- c. 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;
- d. In the case of Selected Bidder, if it fails within the specified/extended time limit by Authority -
 - i. to sign and return the duplicate copy of LOA;
 - ii. to furnish the Performance Security /Additional Performance Security (if any) as per Clause 2.21; or
 - iii. to sign the Agreement

Clause 4.1 of RFP:

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a BID, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to debar the Selected Bidder from participating in the future projects of NHIDCL for a period of One year and forfeit & appropriate the Performance Security, as damages, 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.

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Clause 4.2 of RFP:

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.

APPENDIX -IA IA LETTER COMPRISING THE TECHNICAL BID

2. I/ We acknowledge that the Authority will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid and its the Annexure I to VI along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.

7. I/ We declare that:

(c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any Agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

(d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

APPENDIX - IB LETTER COMPRISING THE FINANCIAL BID

2. I/ We acknowledge that the Authority will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.

RK

7. **WHEREAS**, NHIDCL HQ, vide letter dated 17.02.2023 had issued "**Show Cause Notice for Debarment**" to M/s Ganesh Ram Dokania for submission of Fake BG, giving 15 days time period to the contractor to make representation, if any for causing breach to clause 2.6.3, 2.20.4(b) and 4.1 of the RFP.

8. **WHEREAS**, M/s Phele khezie has made no representation, however M/s Ganesh Ram Dokania has made their representation vide letter dated 18.02.2023, stating that " We had a Pre Bid Agreement with party M/s Phele Khezhie and as per agreement M/s Phele Khezhie Submitted BG on Behalf of **M/s PK- M/s GRD (JV)**. This BG was given by M/s Phele Khezhie & M/s Phele Khezhie could not get this BG to be confirmed by MT 799 in place of MT-760 we also could not submitted the same. Hence the Tender was technically disqualify / non responsive. We hereby requested your good self to drop the allegation on us as we have acted in good faith and trust on the assurance of the other party but we have been deceived and hence adverse action on us will be hardship for us and will hamper our business".

9. **WHEREAS**, the bid has been submitted by M/s PK- M/s GRD (JV), and has certify that Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals, hence M/s PK- M/s GRD (JV), is equally responsible for the submission of bid security and his contention for Bank Guarantee submitted by M/s Phele Khezhie is not acceptable.

10. In the light of the aforesaid fraudulent practice adopted by M/s PK- M/s GRD (JV), NHIDCL/Authority hereby debar the Bidder i.e. M/s PK- M/s GRD (**JV**), jointly and liable individually, for a period of **1 (one) year** from participating in the future projects of NHIDCL, 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.

11. This Debarment Notice is issued without prejudice to any other right or remedy available with the Authority under the RFP and / or applicable law.

12. This issues with the approval of Competent Authority.

Yours faithfully,

R. Riten Kumar Singh
20/03/2023
M. Riten Kumar Singh
Executive Director (T)
NHIDCL

Copy to :

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|------------------------------|---|------------------------------------|
| (i) ED(P), RO- Kohima | - | For information please. |
| (ii) M/s Phele Khezhie | - | For information& necessary action. |
| (iii) M/s Ganesh Ram Dokania | - | For information& necessary action |
| (iv) GM (IT) | - | " " " " " " |