

NHIDCL/RO-Skm/Bagrakot-Kafer/Pkg-IVC/EPC/WB/2023 /540

Dated: 23.08.2023

To,

M/s Samrat Construction,  
Axel Public School,  
Guwahati, Lokhora,  
Kamrup, Assam-781034.

Subject: M&R work for making the road trafficable from km 25.600 to km 26.100 of NH-717A  
in the State of West Bengal on EPC Mode- Notice for Debarment -Reg.

Ref.: Tender Id : 2023\_NHIDC\_741363\_1.

1. WHEREAS, bid for the work of "M&R work for making the road trafficable from km 25.600 to km 26.100 of NH-717A in the State of West Bengal on EPC Mode " was invited by National Highways & Infrastructure Development Corporation Limited (NHIDCL (hereinafter referred as the "Authority") with bid due date as 07.03.2023; and.
2. WHEREAS, M/s Samrat Construction had submitted bid for subject work online on 02.03.2023.
3. WHEREAS, The technical bid alongwith the supporting documents submitted by M/s Samrat Construction was examined at this office by the Technical Committee detailed and it was found that the work experience submitted by your firm against the project completed for "Construction of road from NH 153 Longbi village point to Tengman village via khetwa and Jotin juda under CRF scheme Changlang District in Arunachal Pradesh" was malafide and fake as per the confirmation received from the certificate issuance Authority.
4. WHEREAS, consequent upon receipt of confirmation of the experience certificate from the certificate issuance Authority, the bid of M/s Samrat Construction was considered as non-responsive.
5. WHEREAS, M/s Samrat Construction, 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*



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 this may be available to the 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.*

**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. 1/ 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. 1/ We declare that:

(c) 1/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) 1/ 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. 1/ 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.

6. WHEREAS, NHIDCL RO-Gangtok vide letter dated 25.07.2023 had issued "Show Cause Notice for Debarment" to M/s Samrat Construction for submission of Fake experience certificate, giving 07 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.

7. WHEREAS, M/s Samrat Construction has made no representation till date.

8. In the light of the aforesaid fraudulent practice adopted by M/s Samrat Construction, NHIDCL/ Authority hereby debar the Bidder i.e. M/s Samrat Construction, 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.

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



(Col. Rajeev Kumar)

Executive Director (P), RO Gangtok

Copy to:

(i) All ED (T/P), NHIDCL.

(ii) GM (IT), NHIDCL, HQ, New Delhi- for updating the information related to debarment of the firm on NHIDCL website.

(iii) Sh. V. Jaiswal, Consultant (Technical), NHIDCL, HQ.