

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
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(भारत सरकार का उद्यम)

(A Government of India Enterprise)

WITHOUT PREJUDICE

NHIDCL/Civil Work/Nagaland/Peren Dimapur/Pkg 2/2020/893

Date- 09.06.2021

To,

M/s Asean Agencies
Asean Vista, C - Sector,
Itanagar, Arunachal Pradesh - 791111

(Kind Attention: SH. Tarik Talom, Authorized Signatory)

Subject: - Construction of 2 Laning with Hard Shoulder of Peren - Dimapur section on NH - 129A from Design Km 126.775 to Km 146.208 (Length - 19.433 Km) in the state of Nagaland on EPC mode (Pkg - II) under NH(O) - TSP - Debarment order - reg.

Sir,

WHEREAS, NHIDCL invited the bid for the work of "Construction of 2 Laning with Hard Shoulder of Peren - Dimapur section on NH - 129A from Design Km 126.775 to Km 146.450 (Length - 19.675 Km) in the state of Nagaland on EPC mode (Pkg - II) under Bharatmala NH(O) - TSP".

2. WHEREAS, M/s Asean Agencies, submitted its bid on 22.12.2020 for the project in question.

3. WHEREAS, NHIDCL vide its letter dated 13.01.2021 issued the LoA in favour of M/s Asean Agencies at the Contract Price of Rs.130,55,60,100/- (Rupees One Hundred Thirty Crore Fifty Five Lakh Sixty Thousand and One Hundred Only) (Excluding GST). Vide the said letter, it was informed to M/s Asean Agencies, to furnish Performance Security for an amount of Rs.3,91,66,803/- and Additional Performance Security of

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Rs.26,11,12,020/-within 30 days of receipt LoA as per Clause 2.21 of the RFP. It was also made clear to M/s Asean Agencies, that in case of failure of submission of Performance Security, Additional Performance Security as per Clause 2.21 of RFP and Security against Damages (if any) within the additional 60 (sixty) days time period, the Award shall be deemed to be cancelled and/or M/s Asean Agencies, will be debarred from participating in the future projects of NHIDCL for a period of one year.

4. **WHEREAS**, the Selected Bidder has not submitted the required Bank Guarantee towards Performance Security and Additional Performance Security within 30 days. The Selected Bidder vide its letter dated 15.02.2021 had requested for extension to submit PBG and APBG in accordance with clause 2.21 of the RFP and also informed to NHIDCL that M/s Asean Agencies, is committed to submit PBG and APBG by 26.02.2021. The request of the Selected Bidder was considered and NHIDCL vide letter dated 17.02.2021, informed to the Selected Bidder that in the interest of work, the Competent Authority as an exception, permitted M/s Asean Agencies, to submit the Performance Security and Additional Performance Security not later than 26.02.2021 by paying damages as per Clause 2.21.4 of the RFP at the rate of 0.01% of the bid price offered for each day of delay till 26.02.2021, failing which action as per clause 2.21.5 of RFP will be taken against the Selected Bidder.

5. **WHEREAS**, on the request of the bidder, the date of submission of PBG and Additional PBG was extended till 10.03.2021 and it was informed to the Selected Bidder that this was the final notice. The Selected Bidder again vide letter dated 10.03.2021 requested for 10 days' time to submit the PBG and APBG and committed that the same will be submitted by 22.03.2021. NHIDCL has considered the request of the Selected Bidder and vide letter dated 19.03.2021, it was informed to the Selected Bidder that the Competent Authority has approved the submission of Performance BG and Additional Performance BG till 22.03.2021 along with the payment of damages as per clause 2.21.4 of RFP. It was also informed to the Selected Bidder that this is final opportunity for submission of PBG & Addl. PBG, failing which action as per clause 2.21.5 of RFP will be initiated.

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6. **WHEREAS**, as per Clause 2.21.1(a) of the RFP, within 30 (thirty) days of receipt of Letter of Acceptance, the selected Bidder shall furnish to the Authority an irrevocable and unconditional guarantee.

7. **WHEREAS**, as per Clause 2.21.3 of the RFP, the Selected Bidder has the option to provide 50% of the Performance Security and 50% of the Additional Performance Security, if any, within 30 (thirty) days of receipt of Letter of Acceptance, in any case before signing of the Contract Agreement and the remaining Performance Security and Additional Performance Security, if any, shall be submitted within 30 days of signing of the agreement.

8. **WHEREAS**, as per Clause 2.21.4 of the RFP, in the event the Selected Bidder fails to provide the remaining Performance Security and Additional Performance Security, if any, as prescribed herein, it may seek extension of time for a further period upto 60 days by paying the Damages upfront along with the request letter seeking the extension. The Damages shall be the sum calculated at the rate of 0.01% (zero point zero one per cent) of the Bid Price offered by the Selected Bidder for each day until the Performance Security and Additional Performance Security, if any, is provided in full as prescribed herein. The damages at full rate as given above shall be applicable even if a part of the Performance Security and the Additional Performance Security is provided.

9. **WHEREAS**, as per Clause 2.21.5 of the RFP, for avoidance of any doubt, in case of failure of submission of Performance Security and Additional Performance Security, if any, within the additional 60 days' time period, the award shall be deemed to be cancelled/withdrawn and the Selected Bidder/Contractor, as the case may be, shall be liable for debarment from the future projects of NHIDCL for a period of one year. Thereupon all rights, privileges, claims and entitlements of the Contractor under or arising out of the Award shall be deemed to have been waived by, and to have ceased with the concurrence of the Contractor, and the Award shall be deemed to have been withdrawn by the Authority.

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10. **WHEREAS**, as per Clause 2.20.5, 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:

(a) xxxxxx

(b) xxxxxx

(c) xxxxxxxx

(d) In the case of Selected Bidder, if it fails within the specified/extended time limit by Authority -

i. xxxxxx

ii. to furnish the Performance Security /Additional Performance Security (if any) as per Clause 2.21; or

iii. to sign the Agreement;

11. **WHEREAS**, the Selected Bidder submitted the Bid Securing Declaration that if the Selected Bidder fails to submit the Performance Security before the deadline defined in Clause 2.21 of the RFP then M/s Asean Agencies, will be debarred for participation in the tendering process for the works of NHIDCL and works under other Centrally Sponsored Schemes, for a period of one year from the bid due date of this work.

12. **WHEREAS**, the Selected Bidder has failed to follow the relevant clauses of the RFP towards submission of Performance Bank Guarantee and Addl. Performance Bank Guarantee as well as also failed to abide by the direction/notices of Authority regarding submission of PBG and Additional PBG within the stipulated time despite being given ample opportunity for the same.

13. **WHEREAS**, the Selected Bidder, vide Show Cause notice dated 06.04.2021, was requested to explain in writing within a period of 15 days from the date of issue of this notice, that as to why, M/s Asean Agencies, should not be debarred for a period of one year from participating in the future projects of NHIDCL in accordance


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with Clause 2.20.5 & 2.21.5 of the RFP. However, the selected bidder failed to reply the same.

14. In view of the aforesaid facts and circumstances, M/s Asean Agencies is debarred for a period of one year from participating in the future projects of NHIDCL in accordance with Clause 2.20.5 & 2.21.5 of the RFP.

15. This Debarment Order is issued without prejudice to the rights of the NHIDCL available under the relevant provisions of the RFP as well as applicable laws.

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

Yours faithfully,



(Ajay Ahluwalia)
Executive Director (T)

09 June 2021

Copy to :

- i. Director General (RD) & SS Ministry of Road Transport & Highways.
- ii. Director General (Border Roads), Seema Sadak Bhawan, Ring Road, Narayana, New Delhi-100010.
- iii. Chairman, NHAI
- iv. Chief Secretaries (PWD/Roads) of all State Govt./UT with National Highways and Centrally Sponsored Schemes.
- v. Chief Engineer 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 hosted on NHIDCL website.