

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)

NHIDCL/Tripura/Manu-Simlung/DPR/NH-44A/994

Date: 16.03.2023

To  
M/s Lion Engineering Consultants  
Ground Floor, Plot No.97, Elegant Estate,  
Near Mother Teresa School,  
Kolar Road, Bhopal - 462042  
Madhya Pradesh

**Subject: Debarment Order of M/s Lion Engineering Consultants, for a period of 03 (Three) months from participation in the future projects of NHIDCL/ MoRTH under Clause 7.4.2 of the General Conditions of the Contract.**

Whereas, it is to bring to the notice that, M/s Lion Engineering Consultants was appointed as DPR Consultant for the work "Consultancy services for preparation of Detailed Project Report (DPR) for 2-laning with paved shoulders of Manu-Simlung section of NH-44A (86.00Kms) in the State of Tripura on EPC Mode". A Contract Agreement was signed between National Highways & Infrastructure Development Corporation Limited (hereinafter referred to as the "Authority" and M/s Lion Engineering Consultants Pvt. Ltd (hereinafter referred to as the "Consultant") on 10.12.2015. Further, a Supplementary Agreement was signed between Authority and M/s Lion Engineering Consultants Pvt. Ltd on 07.09.2020.

- Whereas, it was observed that there were deficiencies in services and breach of contract provisions committed by M/s Lion Engineering Consultants Pvt. Ltd. Accordingly NHIDCL, PMU-Dharmanagar had issued "Show Cause Notices" to the said Consultant vide letter no NHIDCL/PMU Dmr/DPR/44A/7(1)/2021-22/184 dated 09.06.2021, letter no NHIDCL/PMU Dmr/DPR/44A/7(1)/2021-22/418 dated 22.09.2021, letter no NHIDCL/PMU Dmr/DPR/44A/7(1)/2021-22/488 dated 22.10.2021, letter no NHIDCL/PMU Dmr/DPR/44A/7(1)/2022-23/958 dated 17.06.2022 and letter no NHIDCL/PMU Dmr/DPR/44A/7(1)/2022-23/959 dated 17.06.2022.
- 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.

4. Whereas as per Clause 7.1.1 of General Conditions of Contract(GCC) "The Consultant shall be responsible for accuracy of the data collected, directly or procured from the other agencies/authorities, the designs, drawings, estimates and all other details prepared as part of these services. The Consultant 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".
5. Whereas as per Claus 7.1.2 of General Conditions of Contract (GCC) "That the consultant shall be fully responsible for the accuracy of design and drawings of the bridges and structures."
6. Whereas as per Clause 7.4.1 of General Conditions of Contract (GCC) " That the Consultant shall be liable to indemnify the client for any direct loss or damage accrued or likely to accrue due to deficiency in service rendered by him".
7. Whereas, as per Clause 3.1(vi) of Terms of Reference(ToR) of Consultancy Agreement, the scope of services of DPR Consultant shall comprise preparation of Land Plan Schedules, Notifications and Utility Relocation Plans. The Consultant shall also carry out land acquisition in consultation with local revenue authorities till possession of land taken over by NHIDCL".
8. Whereas, the above mentioned Clauses has been overlooked by M/s Lion Engineering Consultants Pvt. and as a result, land acquisition has not been carried out with due diligence. The land acquired in Manu-Simlung Package-III & IV i.e., from Ch. 63 + 300 to Ch. 70+700 are not as per approved alignment. The wrong land acquisition is done by the DPR Consultant along with discrepancy in the assessment of trees & structures leading to huge loss to Public exchequer and thus necessitating requirement of additional land due to shifting of PROW which in turn caused cost and time overrun to NHIDCL. It has been noticed that the DPR Consultant has acquired the land outside the PROW indicated in DPR, in which construction of National Highway is financially not viable, since PROW acquired is shifted towards valley side of about 10-20m from approved centre-line of proposed road in Package-III and PROW acquired is shifted towards valley side 20-40m in Package-IV. Acquisition of additional land involves considerable amount of time due to which work is hampered in aforesaid projects till date.






9. The civil contracts are awarded in a time bound manner on EPC mode and if the work is not completed within the stipulated time due to non-availability of land, the EPC Contractors demand for Extension of Time (EOT), which in turn leads to delay in work as well as causes financial implications to Public exchequer.
10. In spite of assuring full cooperation by M/s Lion Engineering Consultants Pvt. Ltd vide letter no LION/NHIDCL/M-/NH-44A/2016/P164 dated 16.06.2021, the DPR Consultant had mobilized team for limited period for rectifying the land acquisition issue, but lot of work was pending on their part for which there were no resources and manpower deployed to resolve the issues & follow-up with Revenue & other allied Departments for expediting the land acquisition, forest clearance and other associated works. In this regard, NHIDCL, PMU-Dharmanagar vide letter no NHIDCL/PMU Dmr/DPR/44A/7(1)/2021-22/ 339 dated 18.08.2021 had requested DPR Consultant to deploy a team on site comprising of technical personnel for entire duration as specified in Contract Agreement so that no delay is occurred. However, same was not adhered to and most of the follow-up with district administration, forest related works were carried out by NHIDCL staff itself.
11. Whereas as per Clause 2.1.3 of Terms of Reference "That the consultant shall be responsible for preparing Schedules A, B, C, D, H and I of the Contract Agreement and for bringing out any special feature or requirement of the Project Highway referred to in the Contract Agreement or the Manual. The details and particulars to be specified in the Schedules shall be duly addressed and incorporated therein, in accordance with the provisions of the Manual.
12. Whereas as per Clause 4.11.2(2) of the Terms of Reference "That the carrying out of the topographic surveys will be one of the most important and crucial field tasks under the project. The detailed field surveys shall be carried out using high precision instruments i.e. Total Stations. The data from the topographic surveys shall be available in (x,y,z) format for use in sophisticated digital terrain model(DTM). The Consultants would be fully responsive for any inaccuracy in surveys".
13. Whereas, it is observed that aforesaid Clauses of Consultancy Agreement have not been adhered by M/s Lion Engineering Consultants and as a result the EPC Contractor for Manu-Simlung Package-IV vide letter no JSRCPL/Vaghmun-Simlung/7/2/2/2020-21/0031 dated 09.09.2021 informed that from ch. 71+000 to Ch. 78+000, 09 numbers of bridges are required against 03 minor bridges provisioned in Schedule-B of the Contract Agreement. The EPC contractor also informed that by following proposed alignment in the aforesaid chainage will require variations as "Change of Scope" exceeding 50% of the project cost. In this regard, NHIDCL, PMU-Dharmanagar vide letter no NHIDCL/PMU

  
3/5

Dmr/DPR/44A/7(1)/2021-22/418 dated 22.09.2021 had issued "Show Cause Notice" to DPR Consultant directing to analyze the claim of the EPC contractor and to submit explanation. The DPR Consultant vide letter No. LION/NHIDCL/M-S/NH-44A/2016/P177 dated 24.09.2021 requested to give opportunity & time to conduct joint site visit with EPC contractor and except at few locations, the data was found to be in order. However, the Consultant submitted that the difference in OGL provided by them with respect to EPC Contractor may be because of change in topography due to some landslides or any other natural calamities as we did our survey in 2016 or may be due to some calculation error while triangulation was done at the time of designing in the design software & further regretted the inconvenience caused to NHIDCL. The Consultant further submitted option of an alternate alignment for aforesaid stretch requesting thereby to give opportunity to resolve all the issues.

14. Whereas, the span, depth & numbers of the bridges were different to what is provisioned in Schedule-B of the Contract Agreement as prepared by DPR Consultant. Due to increase in numbers of bridges, the cost of project increases for which contractor informed about Change of Scope exceeding 50% of Project Cost. In this regard, NHIDCL, PMU-Dharmanagar vide letter NHIDCL/PMU Dmr/DPR/44A/7(1)/2021-22/488 dated 22.10.2021 issued Show Cause Notice for showing causal behavior, unprofessional approach and lack of ability for execution of given consultancy assignment and failure to comply with conditions stipulated in GCC & TOR of Contract Agreement.
15. Whereas, it is observed that the alignment of Package-IV at ch. 70+550 is passing through the pond which is the only source of water for the Eden Tourist Lodge as per Tripura Tourism Development Corporation Limited vide letter no. F.2 (234)-PI/TT/2019/SD-II(JAMP)/Impl/10914, dated: 23.11.2021. However, instead of following Good Engineering practices in order to make the alignment free from obstructions like well, lake, pond, historical & religious structures, the DPR Consultant has failed to take into consideration such properties.
16. In view of the above, it is evident that the M/s Lions Engineering Consultants, has shown lack of seriousness, unprofessional approach, lackadaisical behavior towards the preparation of DPR which includes:
  - (a) Deficient services to NHIDCL (like faulty land acquisition, inaccurate data collection, inaccurate design & drawing of bridges);
  - (b) Delay in services to NHIDCL (like delay in completion of land acquisition & delay in finalization of DPR);
  - (c) Breach of Clause 3.1.1, 7.1.1, 7.1.2 of GCC & 2.1.3, 4.11.2 (2), 3.1 (vi) of TOR;
  - (d) Lack of commitment of the DPR Consultant

  
4/5



(e) Severely affecting the interests of NHIDCL for the work which also inter-alia includes loss of huge amount of money and requirement of additional land, which in turn affected project cost and time overrun that ultimately delayed the project.

(f) 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.

17. In the light of the aforesaid, non-exhaustive fundamental breaches and in view of the **M/s Lion Engineering Consultants** persistent & 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 debars M/s Lion Engineering Consultants, for a period of three months from participating in future projects of NHIDCL/ MoRTH either directly or indirectly from the date of issuance of this Notice.

18. 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.

19. This issues with the approval of Competent Authority.



(Trivendra Kumar)

Executive Director (Technical)

To:

1. PPS to DG(RD)&SS, MoRTH
2. PS to DGBR, Seema Sadak Bhawan, New Delhi
3. PS to Chairman NHAI
4. PS to MD NHIDCL
5. PS to Director (T)/Director(A&F), NHIDCL
6. All ED (T/P), GM(T/P), DGM(T/P), NHIDCL
7. IT Division to host on NHIDCL Website
8. DPR Consultant, M/s Lion Engineering Consultants, Lion Tower Plot no. 97, Elegant State, Near Mother Teresa School, Bhopal - 462042, Madhya Pradesh.