

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/CivilWork/KB-I/2022-23/ 1595

Dated:17.03.2023

To,

M/s Ganesh Ram Dokania,
Flat no-203, Basudeo Vihar Apt,
Parmananda path, Nageshwar Colony
Boring Road, Patna-800001

Subject: (i) Construction of two lane with paved shoulder of Kohima- Bypass Road connecting NH-39(New NH-02), NH- 150 (New NH-02), NH-61 (New NH- 29) and NH- 39 (New NH-02) from design km 0.00 to design Km 10.500 (Design Length- 10.500 Km) in the State of Nagaland under SARDP-NE on EPC Mode (**Package I**)-“**Debarment Order**”-Reg.

Ref: Tender Id - 2022_NHIDC_708617_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), NH- 150 (New NH-02), NH-61 (New NH- 29) and NH- 39 (New NH-02) from design km 0.00 to design Km 10.500 (Design Length- 10.500 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.

2. **WHEREAS**, M/s Ganesh Ram Dokania Construction had submitted bid for subject project 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 i.e BG No.- PUNBGIN92202022102CCB was issued by PNB, CR Avenue Branch Kolkata, having validity upto 17.10.2024. The Bid was submitted in favour of NHIDCL/Authority by **M/s Ganesh Ram Dokania**. During evaluation, it was found that the aforesaid mentioned Bank Guarantee issued by PNB, CR Avenue Branch Kolkata, was not genuine and considered as fake BGs by concerned bank during verification.

4. **WHEREAS**, vide email dated 04.01.2023, NHIDCL enquired from PNB Bank regarding the BG No.- PUNBGIN92202022102CCB and requested to confirm whether BG is valid or not and if valid, then requested to send the SWIFT message to Canara Bank. PNB bank Vide email dated 10.01.2023 informed NHIDCL that the BG No.- PUNBGIN92202022102CCB 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 BG. 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. BG have no legal binding and Bank denies any liability towards these fake BG.

Signature

5. **WHEREAS**, consequent upon receipt of email dated 10.01.2023 from Punjab National Bank, the bid of M/s Ganesh Ram Dokania was considered as non-responsive.

6. **WHEREAS**, M/s Ganesh Ram Dokania, 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 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

Handwritten signature in blue ink.

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 herein above 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 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.

7. **WHEREAS**, NHIDCL HQ, vide letter dated 08.01.2023 had issued "**Show Cause Notice for Debarment**" to M/s Ganesh Ram Dokania for submission of Fake BG, giving 15 days time period to M/s Ganesh Ram Dokania Construction 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 Ganesh Ram Dokania vide letter dated 15.02.2023 made their representation stating that *"We had a Pre Bid Agreement with party M/s Amar Construction and as per agreement M/s Amar Construction submitted BG on Behalf of us. This BG was given by M/s Amar Construction. M/s Amar Construction 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 would like to draw your kind attention that in this tender there were disqualified due to Technical reason & as a Single Bidder the Tender should be cancelled itself We hereby request your good self to drop the allegation on us & oblige us". Which is not to be satisfactory.*

9. **WHEREAS**, while submitting the bid, M/s Ganesh Ram Dokania has certified that all information 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. Hence, M/s Ganesh Ram Dokania is solely responsible for the submission of bid security and his contention for Bank Guarantee submitted by M/s Amar Construction is not acceptable.

10. In light of the aforesaid fraudulent practice adopted by M/s Ganesh Ram Dokania, NHIDCL/Authority hereby debars the Bidder i.e. M/s Ganesh Ram Dokania Construction under clause 2.6.3, 2.20.4(b), 4.1 and 4.2 of the RFP for a period of **(one) 1 year** from participating in the future projects of NHIDCL.

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,

M. Riten Kumar Singh
Executive Director (T)
NHIDCL

Copy to :

ED(P), RO-Kohima - For information please.