

BEFORE
HON'BLE MR. JUSTICE MV MURALIDARAN

For the Petitioner : Mr. N. Ibotombi, Sr. Advocate
For the Respondents : Mr. B.R. Sharma, CGSC
Date of Order : 22-11-2022



ORDER

- [1] Heard Mr. N. Ibotombi, learned senior counsel for the petitioner and perused the record.
- [2] Admit.
- [3] Mr. N. Ibotombi, learned senior counsel for the petitioner represented that a similar nature of writ petition has been filed by the other petitioners in WP(C) No.963 of 2022 was admitted and interim order was granted. Therefore, he prayed this Court to grant interim order.
- [4] Issue notice, returnable by 20.12.2022.
- [5] Mr. BR. Sharma, learned senior penal counsel takes notice for the respondent No.3 and hence, no formal notice is required in respect of respondent No.3.
- [6] Petitioner is directed to take steps for the respondents No.1 & 2.

S.S. Meitei
25.11.2022
Assistant Registrar-V
High Court of Manipur,
Imphal (Dispur)

24/11/2022

- [7] Therefore, post this matter on 20.12.2022 along with WP(C) No.963 of 2022.
- [8] Till such time, there shall be an order of interim stay, staying the impugned order dated 07.11.2022 and show cause notice dated 21.09.2022.



Sd/-
MV MURALIDARAN,
JUDGE

Signature of the Copyist:

R.K. Surchandra Singh

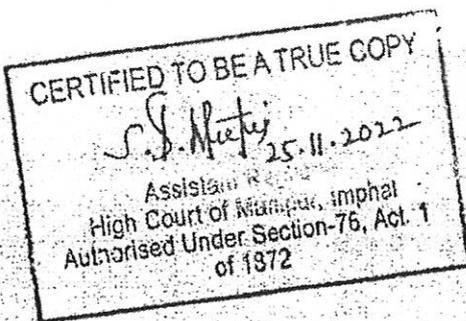
(R.K. SURCHANDRA SINGH)

Read by :

R.K. Surchandra Singh
24/11/2022

Compared by :

Srihlakshmi Gandomy
24/11/2022



24/11/2022

No. NHIDCL/SPM/Manipur/2022-23/3207

Dated: 07.11.2022

DEBARMENT NOTICE

Sub: Debarment of M/s GPT Infraprojects Ltd from engagement on NHIDCL/MoRT&H projects for a period of two years.

It is brought to notice of all the divisions/units of NHIDCL and other agencies of MoRT&H that M/s GPT Infraprojects Ltd was selected as EPC Contractor for the projects, (i) *Widening to 2 lane with hard shoulder of Churachandpur to Tuivai Section from km 48.587 to Km 69.875 (Package-IVA) & (ii) Widening to 2 lane with hard shoulder of Churachandpur to Tuivai Section from km 48.587 to Km 69.875 (Package-IVB) in the State of Manipur on EPC Mode.*

2. M/s GPT Infraprojects Ltd was show cause vide O.M. No. NHIDCL/SPM/Manipur/2022-23/212418/3148 dated 21.09.2022 & no. 3157 dated 22.09.2022, vide which you were Show-Caused to explain the irregularities pointed by Special Project Monitor in the Inspection Report and also to explain how the over payments have occurred in project causing the material adverse effect to the Authority, defrauding and causing financial loss to the Government exchequer, breaching the provisions of Contract Agreement.

2. In this regard, M/s GPT Infraprojects Ltd's reply vide letter dated 26.09.2022 has been received and following have been observed:

i. Whereas, you have not followed Good Industry Practise as per Article-1 of the Contract Agreement, "**Good Industry Practice**" means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced contractor engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Contractor in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner.

ii. Whereas, you have violated clause 19.3 (ii) of the Contract Agreement, which was noticed by Special Project Monitor & then admitted by yourself.

Clause 19.3 Procedure for estimating the payment for the Works

The Contractor shall base its claim for interim payment for the stages completed till the end of the month for which the payment is claimed, valued in accordance with Clause 19.3 (i), supported with necessary particulars and documents in accordance with this Agreement. (Ref. Clause 19.3 (ii))

The Contractor shall submit a statement (the "Stage Payment Statement"), in 3 (three) copies, by the 7th (seventh) day of the month to the Authority's Engineer in the form set forth in Schedule-O, showing the amount calculated in accordance with Clause 19.3 to which the Contractor considers himself entitled for completed stage(s) of the Works. The Stage Payment Statement shall be accompanied with the progress reports and any other supporting documents. The Contractor shall not submit any claim for payment of incomplete stages of work.

[Handwritten Signature]

iii. Whereas, by claiming the quantities of work not done & payment against it, you have mis-represented the Progress of the works & achievement of Project Milestones.

iv. Whereas, you have violated the clause 23.1 (i) (o) & (q), by submitting the statements, notice or other document, in written or electronic form, which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars and committed default in complying with provisions of the Agreement, which has caused Material Adverse Effect on the Project or on the Authority

3. In light of the above, M/s GPT Infraprojects Ltd have been levied with the above charges and therefore, debarred for participating in NHIDCL projects for a period of 02 (two) years commencing from the date of issue of this letter.

4. This issues with the approval of Competent Authority.


(W. Blah)
Executive Director

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 it on NHIDCL website.
8. Authority's Engineer - M/s Chaitanya Projects Consultancy Pvt. Ltd. in association with Mspark Futuristic & Associates.