

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)



BHARATMALA
ROAD TO PROSPERITY



NHIDCL
BUILDING INFRASTRUCTURE - BUILDING THE NATION

CIN: U45400DL2014GOI269062

(A Government of India Enterprise)

WITHOUT PREJUDICE

No. NHIDCL/Ar.Pr./CivilWork/Joram-Koloriang(138-158)/2022/2815

Dated:06.05.2022

To,

M/s KENGE CONSTRUCTION CO.
E-Sector, Narba Colony, Itanagar
P.O & P.S- Itanagar,
Papum Pare District,
Arunachal Pradesh, India.
Pin No. 791111
Email :- kengeconstructionco@gmail.com
Phone No. 9436402222/ 9436601111

(Kind Attention: Mr. HA TATU, Authorized Signatory)

Subject: - Construction of Balance work of 2 - Laning of existing Akajan-Likabali-Bame Road on EPC basis from design Km 33.00 to Km 65.810 (Existing km 36.00 to km 71.00) in the state of Arunachal Pradesh under SARDP-NE (Pkg-2) .-Debarment for a period of One year from participating in the future projects of NHIDCL-Regd.

Ref: (i) HQ, NHIDCL letter no.NHIDCL/Ar.Pr./Civilwork/Joram-Koloriang(138-158)/2022/2760 dated 29.03.2022.

(ii) your bid for the subject work dated 01.09.2021.

Sir,

1. M/s Kenge Construction Co. submitted its bid on 01.09.2021 for the subject mentioned project and claimed the eligibility for technical capacity in the name of M/s Kenge Construction Co., based on alleged certificate issued by Executive Engineer, Naharlagun Division, PWD. A.P. Nirjuli:-

- a. 4- Lanning of Holongi- Itanagar (Total 19.20 Km)(NH52A) in the state of Arunachal Pradesh of SARDP-NE (SH:Execution of Earthwork, GSB& WMM laying , DBM & BC LAYING , CD works, Drainage works, Protective works and other structure works etc. from chainage Km 0+000 to km 3+500).

Handwritten signature and date 06/05

- b. Double laning of Papu- Yupia-Hoj-Potin Road from Km 0.00 to Km 53.00 in the state of Arunachal Pradesh under SARDP-NE.(Sub work-Providing &Laying Dense Bituminous Macadam and bituminous Concrete, CH. 10.00 KM to 28.00 KM).

2. WHEREAS, there were specific complaints(s) that the enclosed certificate submitted by M/s Kenge Construction Co. for the subject project is false, hence, the same was verified from the issuing Authority. In response, the issuing Authority i.e. Executive Engineer, Naharlagun Division, PWD, A.P. Nirjuli vide letter Number No. NHD/W-31/2021-22/37-38 dated 28.12.2021 informed as under:-

In response to your letter no. refer above, it is to inform you that the Work Completion Certificate Vide No. NHD/W-31/2018-19 dated 07/12/2018 issued to M/s Kenge Construction Co. against the work "4-Laning of Hollongi-Itanagar (Total 19.20 km) NH 52A in the State of Arunachal Pradesh of SARDP-NE" has been cancelled under Clause 2.4.4, of Contract Agreement vide no. NHD/W-31/2019-20/161 dated 29/05/2019 and the work experience certificate against the work "Double laning of Papu-Hoj-Potin road from km 0.00 to km 53.00 under SARDP-NE" is forged and unauthenticated.

3. WHEREAS, submission of false/forged certificates to a Government Organization with malafide intention to gain technical eligibility with the purpose to obtain the contract, M/s Kenge Construction Co, has caused breach to Clause 2.6.3, 2.20.5(b), 4.1 and 4.2, Appendix-IA i.e. Letter comprising the Technical Bid, Appendix-IB i.e. letter comprising the Financial Bid of RFP by using false certificates with the intention of causing it to be believed as genuine, while determining the technical eligibility in the tender to obtain the contract fraudulently. The submission of false/forged documents is an offence under the relevant provisions of the Indian Penal Code and/or in any other law, as well as adopting the fraudulent practice by M/s Kenge Construction Co, makes it liable for criminal proceedings under the relevant laws of the land as well as liable for debarment from participating in the future projects of NHIDCL in accordance with the provisions of RFP. The relevant provisions of the RFP are reproduced herein below:

Clause 2.6.3 of RFP

"2.6.3 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.

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Clause 2.20.5 of the RFP

"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) 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) xxxxx

d) xxxxxx"

Clause 4.1 of RFP

"4.1 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

4.2 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".

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"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 Annexures I to VI along with 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 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."

4. WHEREAS, it is found that M/s Kenge Construction Co, has adopted the fraudulent practice in order to obtain the bid and thereby influenced/vitiated the entire bidding process, and deliberately with malafide intention has caused breach to the relevant provisions of the RFP as well as caused loss of time and efforts of the Authority. Due to the fraudulent act committed by M/s Kenge Construction Co, the project in question will be delayed and the Authority will be compelled to carry out all the exercises again which may also invite financial implications for the Authority.

5. WHEREAS, keeping in view the fraudulent practice adopted by M/s Kenge Construction Co, NHIDCL/ Authority in accordance with clause 2.6.3, 2.20.5 (b), 4.1 and 4.2 of the RFP, M/s Kenge Construction Co, is liable for debarment for a period of 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.

6. WHEREAS, NHIDCL vide letter under refer (i) have called upon to explain within 07 days of receipt of this notice that as to why in terms of clause 2.6.3, 2.20.5(b), 4.1 and 4.2 of the RFP, M/s Kenge Construction Co should not be debarred from participating in the future projects of NHIDCL for a period of One year. In case, the written explanation to this Show Cause Notice is not received within the stipulated time period, it will be presumed that M/s

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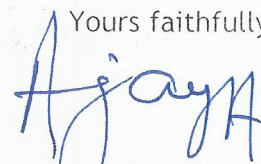
Kenge Construction Co, has nothing to submit and Authority will be at liberty to take further necessary action in accordance with the provisions of RFP and law of the land.

7. M/s Kenge Construction Co have failed to reply within the time period mentioned in Show Cause Notice cited under Ref(i) above. Hence, M/s Kenge Construction Co is hereby debarred from participating in the future projects of NHIDCL for a period of one year from the date of issuing this order as per clause 2.6.3, 2.20.5(b), 4.1 and 4.2 of the RFP.

8. This letter is issued without prejudice to any other right or remedy available with the Authority under the Contract Agreement and / or applicable law.

9. This issues with the approval of Competent Authority.

Yours faithfully,



(Ajay Ahluwalia)
Executive Director (T)

06.05.2022

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.