

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



**BHARATMALA**  
ROAD TO PROSPERITY



CIN: U45400DL2014GOI269062

(भारत सरकार का उद्यम)

(A Government of India Enterprise)

**WITHOUT PREJUDICE**

No. NHIDCL/Ar.Pr./Akajan-Likabali/Balance work/2021/2442

Date- 07.06.2021

To,

(I) M/s RAMJO PORDUNG JV M/s ZELIEZHU & SONS  
Banti Eli Industrial Colony,  
Model Village, City/Town: Naharlagun  
P.O. Naharlagun, P.S.: Naharlagun  
District:- Papumpare.  
Arunachal Pradesh:- 791110  
Ph. No.9436638601, 7085526692  
Email: ramjopordung15@gmail.co

(II) M/s RAMJO PORDUNG  
Banti Eli Industrial Colony,  
Model Village, City/Town: Naharlagun  
P.O. Naharlagun, P.S.: Naharlagun  
District:- Papumpare.  
Arunachal Pradesh:- 791110  
Ph. No.9436638601, 7085526692  
Email: ramjopordung15@gmail.c

(III) M/s ZELIEZHU & SONS  
P.R. Hill, Below Satiya Sabha Hall  
Near Kerala Church, Kohima  
City/Town: KOHIMA  
P.O.: -KOHIMA, P.S. :- KOHIMA  
Dist. :- Kohima, Nagaland- 797001  
Ph. No. 6000419946, 9957171646  
Email: mszeliezhu@yahoo.com.

**(Kind Attention : SH. RAMJO PORDUNG, 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) .- **Letter of Debarment from participating in any tendering process-Regarding.**

**Ref:** (i) LOA letter. no. NHIDCL/Ar.Pr./Akajan-Likabali/Balance work/ 2020/2322 dated 03.02.202.

(ii) NHIDCL/Ar.Pr./Akajan-Likabali/Balance work/2020/2412 dated 05.04.2021.

(iii) NHIDCL letter no. NHIDCL/Ar.Pr./Akajan-Likabali/Balance work/2021/2421 dated 13.04.2021.

(iv) NHIDCL/Ar.Pr./Akajan-Likabali/Balance work/2021/2427 dated 19.04.2021.

(v) M/s Ramjo Pordung letter dated 03.05.2021.

Sir,

1. **WHEREAS**, the tender for the subject work was invited having Bid Due Date on 14.01.2021. M/s RAMJO PORDUNG JV M/s ZELIEZHU & SONS participated in the bidding process and uploaded the bids for the subject work on CPPP website.

2. **WHEREAS**, Letter of Award (LOA) for the work of “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)” (hereinafter referred as “Project”) was issued to RAMJO PORDUNG JV M/s ZELIEZHU & SONS (hereinafter referred as the “Selected Bidder”) on 03.02.2021 by National Highways Infrastructure & Development Corporation Limited (NHIDCL) (hereinafter referred as the “Authority”); and.

3. **WHEREAS**, the Selected Bidder vide email dated 05.03.2021 has forwarded the Bank Guarantees (BGs) towards Performance Security and Additional Performance Security for the subject work and thereafter submitted the following original BGs at NHIDCL HQ :-

S. No.	BG No.	Issuing Bank	Issue date	BG amount
1	SBI/BG/MPTVSP-00422157/2312	State Bank of India, Maharani-peta Branch,	02/03/21	Rs. 2,63,74,500.00
2	SBI/BG/MPTVSP-00422156/2312	Visakhapatnam (Andhra Pradesh)	02/03/21	Rs. 17,58,30,000.00



4. **WHEREAS**, as a matter of standard procedure, Authority sought confirmation of the BGs, from the issuing bank vide letter at Ref(ii).

5. **WHEREAS**, the SBI Maharanieta Branch, Visakhapatnam, vide their letter no. Branch/21-22/11 dated 09.04.21 informed that the BGs mentioned in para 2 above have not been issued by SBI Maharanieta Branch, Visakhapatnam and that these BGs are fake in nature.

6. **WHEREAS**, discrepancies found in the BG's have also been communicated to the Selected Bidder vide letter at ref. (iii).

7. **WHEREAS**, it was found that the Selected Bidder has deliberately and with malafide intention submitted false/fake documents and influenced the bidding process.

8. **WHEREAS**, considering clause 2.6.3, 2.20.5 and section 4 of RFP, the LOA dated 03.02.2021 has been withdrawn by NHIDCL vide letter at ref. (iii) due to discrepancies found in the BG's submitted by the Selected Bidder.

9. **WHEREAS**, M/s RAMJO PORDUNG JV M/s ZELIEZHU & SONS, has caused the breach to the relevant provisions of the RFP and more particularly to Clause 2.6.3, 2.20.1, 2.20.5 and Section 4 of the RFP which reads as 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

Handwritten signature and date: 07/06

that may be available to the Authority under the Bidding Documents and / or the Agreement, or otherwise."

#### **Clause 2.20.1 of RFP**

The Bidder has to sign a Bid securing declaration accepting that if the bidder withdraw or modify its bid during the period of validity from the bid due date or if the bidder is awarded the contract and fail to sign the contract or to submit a performance security before the deadline defined in the request of the bid documents, the bidder will be debarred for participation in the tendering process for the works of NHIDCL and works under other Centrally Sponsored Scheme, for a period of one year from the bid due date of this work. The bid securing declaration shall be submitted as per the format at Appendix-II (Format for Bid Securing Declaration). A scanned copy of the Bid Securing Declaration shall be uploaded while applying to the tender.

#### **Clause 2.20.5 of RFP**

" 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. 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;

#### **Section 4.1 of RFP**

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"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."

9. **WHEREAS**, NHIDCL vide letter under refer (iv) have called upon to explain within 15 days from receipt of this notice that as to why they should not be debarred (jointly and severally) for a period of one year from participating in future projects of NHIDCL and why a FIR against M/s Ramjo Pordung JV M/s Zeligzhu & Sons should be lodged, 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.

10. **WHEREAS**, M/s Ramjo Pordung JV M/s Zeligzhu & Sons have not appeared at NHIDCL, HQ, however, M/s Ramjo Pordung vide letter at Ref (v) have admitted that they are owning the moral responsibility of the misdeed perpetrated by Shri Ajeet Pordung and therefore they have prayed for awarding the punishment to debar them [jointly or severally] for a period of one year from participating in the future projects of NHIDCL and requested to pardon them and not to file any FIR.

11. **WHEREAS**, the reply of Contractor was perused and, hence M/s Ramjo Pordung JV M/s Zeligzhu & Sons [ jointly or severally] are hereby debarred from participating in any tendering process for the works of NHIDCL and works under other Centrally Sponsored Scheme, for a period of one year from the date of issuing this order as per clause 2.6.3, 2.20.1, 2.20.5 and Section 4 of the RFP.

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

  
07/06

This issues with the approval of Competent Authority.

Yours faithfully,



(Ajay Ahluwalia)  
Executive Director (T)

07 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.