

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)

No. NHIDCL/Civil Work/ Foot Track/Mipi-Andra/2021/2542 Dated 16.08.2021

To,

M/s Pera Enterprises
Gopinath Nagar, Birubari, House No 117,
Guwahati, P.O. +P.S. Birubari
District: Kamrup Metro-781016
Email id:- choyatechi@gmail.com

Subject: Construction of Foot Track from Mipi to Andra La Omkar from KM 0.000 to KM 35.100 in Anini District of the state of Arunachal Pradesh on EPC Mode – **Debarment from participating in future projects of NHIDCL -Reg.**

Ref:- i) Tender ID: 2021_NHIDC_625567_1..
ii) NHIDCL letter no. NHIDCL/Civil Work/ Foot Track/Mipi-Andra/2021/2465 dated 08.07.2021.

1. **WHEREAS**, Bids for the work of “Construction of Foot Track from Mipi to Andra La Omkar from KM 0.000 to KM 35.100 in Anini District of the state of Arunachal Pradesh on EPC Mode” (hereinafter referred as “Project”) were invited by National Highways Infrastructure & Development Corporation Limited (NHIDCL) (hereinafter referred as the “Authority”) with bid due date 27.05.2021; and.

2. **WHEREAS**, M/s Pera Enterprise had submitted bid for subject work online on 27.05.2021. Bid submitted by M/s Pera Enterprise was evaluated on the basis of the documents submitted alongwith the bid. Consequent to the evaluation of the bid by the Technical Evaluation Committee (TEC), the Financial Bid of the M/s Pera Enterprise was opened on 14.06.2021 on CPPP Portal; and,

3. **WHEREAS**, a complaint was received by NHIDCL, informing that M/s Pera Enterprise has submitted false work experience certificate and other documents in the bid for the subject

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work. The experience certificates submitted by M/s Pera Enterprise have been verified from the certificates issuing Authority.

4. **WHEREAS**, it has been found that the Completion Certificate for the project of “Construction of Road from Pagu to Jamin District Headquarter Kra Daadi District, A.P. (Package No. JD/SPA/2017-18/02)” bearing letter no. JD/Tender/SPA/2016-17 dated 10.04.2020 issued by Executive Engineer office, Jamin Division, PWD A.P., as submitted by M/s Pera Enterprises is fake. Executive Engineer office, Jamin Division, PWD A.P. has informed that no work experience certificate was issued to M/s Pera Enterprises as per their office record.

4. **WHEREAS**, it has also been found that Client Certificate regarding performance of the Contractor for the project of “Upgradation/Improvement of Kmarapara kanaklata Road under NEC’s 10th five year plan programme” issued by Chief Engineer, PWD(Road), Assam, Chandmari, Guwahati-3, as submitted by M/s Pera Enterprises is fake. Chief Engineer, PWD(Border Roads & NEC works), Assam, Chandmari, Guwahati-3 has informed that copy of the certificate provided by M/s Pera Enterprises is not genuine.

5. **WHEREAS**, it was found that M/s Pera Enterprises has deliberately and with malafide intention submitted false/fake documents at the time of submission of bid and influenced the bidding process and the bids were opened based on those false documents.

6. **Whereas**, the Authority vide letter at letter at ref. (ii) above issued ‘SHOW CAUSE NOTICE’ to explain within 15 (Fifteen) days as to why M/s Pera Enterprises should not be debarred from participating in the future projects of NHIDCL for a period of One year.

7. **Whereas**, M/s Pera Enterprises have not submitted any explanation and since no reply has been received from M/s Pera Enterprises, within the stipulated time period, it is presumed that M/s Pera Enterprises, have nothing to submit and further action will be taken in accordance with the provisions of the RFP.

8. **WHEREAS**, M/s Pera Enterprises, has caused the breach to the relevant provisions of the RFP and more particularly to Clause 2.6.3, 2.20.5 and Section 4 of the RFP which reads as under:

Clause 2.6.3 of the RFP:


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" 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 2.20.5 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;


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Section 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."

10. In view of the aforesaid facts and circumstances, it is submitted that M/s Pera Enterprises, has adopted the fraudulent practice in order to obtain the bid and thereby influenced/vitiated the bidding process, and deliberately with malafide intention has caused breach to the relevant provisions of the RFP. Keeping in view the fraudulent practice adopted by M/s Pera Enterprises, NHIDCL/Authority is entitled to debar the M/s Pera Enterprises, 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.

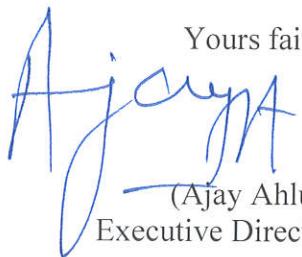
11. M/s Pera Enterprises has used the fabricated/fake documents/certificate in the bidding purpose for the project of strategic importance and on the basis of fabricated/false documents the technical and financial bid of M/s Pera Enterprises, was considered hence, M/s Pera Enterprises, has influenced/vitiated the bidding process. Due to the malafide act of M/s Pera Enterprises, Authority, has re-invited the bid for the project in question and the fraudulent practice of M/s Pera Enterprises, has caused the loss of time and efforts to the NHIDCL, resulting into delay of the project of strategic importance.

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12. Therefore, in view of the above and after taking into consideration all the facts & records the bidder has indulged in Fraudulent Practices and in terms of clause 2.6.3, 2.20.5 and under the provisions of clause 4.2 of section 4 of the RFP document, the Competent Authority hereby passes the following:

(i) **M/s Pera Enterprises** is hereby debarred for a period of 01 (one) year effective from the date of issue of this order, from participating in the future projects of NHIDCL, directly or indirectly, in any form, in any work connected with NHIDCL.

13. This letter is issued without prejudice to any other right or remedy available to the Authority under the RFP document and/or applicable law and is issued with the approval of the Competent Authority, NHIDCL.

Yours faithfully,

(Ajay Ahluwalia)
Executive Director (T)
16 Aug 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.