

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

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(भारत सरकार का उद्यम)

(A Government of India Enterprise)

NHIDCL/Ladakh/K-Z/DPR/2020-21/ 1214

13.03.2023

DEBARMENT NOTICE

Sub: Debarment of M/s. Feedback Infra Ltd. from participating in the pre-qualification or bidding for all future projects to be undertaken by NHIDCL/NHAI/MoRTH for a period of 12(twelve) months - reg.

1. M/s Feedback Infra Private Limited was awarded the contract by PWD, Kargil/Ladakh on behalf of MoRT&H for the work "Consultancy services for Preparation of Feasibility cum Detailed Project Report for Widening and Upgradation to two lanes from km 0.00 to km 234.00 (Kargil-Zanskar) section of NH-301 stretch in the State of Jammu & Kashmir (now UT of Ladakh) under Job No: NH-J&K-2015-16-48) and Contract Agreement for subject work was signed on 24.07.2015.

2. Whereas, a Tripartite Agreement was signed between the DPR consultant i.e. M/s Feedback Infrastructure Pvt. Ltd, PWD Kargil and ED(P) RO-Ladakh NHIDCL on 12.07.2021 for handing over of the subject DPR work from MoRT&H to NHIDCL.

3. Whereas, as per the Clause no. 3, Scope of Services under the Terms of Reference of the signed Contract Agreement, the consultant M/s Feedback Infrastructure Pvt. Ltd was requested to mobilize adequate manpower/resources at site numerous times.

4. Whereas, there was a complete lack of the desired level of cooperation and involvement by the DPR consultant during the preparations for PATSC and SFC documents in Jan. - Feb., 2021 felt, despite being instructed by the MD, NHIDCL himself on more than one occasions during the review VCs. Even after the commencement of construction, the Forest Clearance was pending for almost two years from the time the consultant was associated with NHIDCL for the project.

5. Whereas, after going through all the correspondences made through PMU and RO, it is clear that M/s Feedback Infrastructure Pvt. Ltd has displayed a total lackadaisical approach to an extent that the consultant hardly replied to numerous telephone calls made by PMU-Kargil, RO-Leh and even after being issued the show cause notice on 16.09.2021 for placing the firm under Negative List, the consultants did not submit a proper reply/ clarifications/ compliance to the notice issued till 06.09.2022. Also, as conveyed by ED(P), M/s Feedback Infrastructure Pvt. Ltd. have falsely claimed several works done by them and have provided incorrect data/ information / justifications numerous times.

6. Whereas, no efforts have been made by the consultants to geometrically improve the alignments due to which the alignment presented is more complex, thus leading to cost implications and geometric constraints in the project. All data depicting TCS schedules, structures schedules, utility, junctions, drainage, sources for materials, ROW, structures, hindrance, land acquisition details have been wrongly presented due to which the authority, the contractors, and most importantly the project is bearing adverse implications/ challenges resulting in inordinate delay and damages.

7. Whereas, the Commissioner Secretary (R&B), UT of Ladakh had issued strict direction that the LA activities were to be completed before 25.01.2022, which was communicated to the consultant in addition to numerous communications on LA by NHIDCL offices at Kargil and Leh. However, no reply/communication was ever received till date from the DPR consultant. As a result, LA works have been delayed inordinately resulting in the work being done by team of RO-Ladakh and PMU-Kargil as intimated by RO-Ladakh.

8. Whereas, it is pertinent to mention that due to deficiency in the services and complete non cooperation on the part of of M/s Feedback Infrastructure Pvt. Ltd, it has resulted in grave financial liabilities to the authority, such as damage claims of Rs.10.27Cr. by EPC Contractor apart from many other complications in the subject project.

9. Whereas, as per clause 7.4.2 of the Contract Agreement which states "*In addition to the penalty as mentioned in para 7.3, warning may be issued to the erring consultants for minor deficiencies. In the case of major deficiencies in the Detailed Project Report involving time and cost overrun and adverse effect on reputation of MoRTH, other penal action including debarring for certain period may also be initiated as per policy of MORT&H.*" Action of Blacklisting/Debarment M/s Feedback Infrastructure Pvt. Ltd from participating in future projects of or to be undertaken by NHIDCL was initiated.

10. Whereas, a Show Cause Notice (SCN) was issued to the DPR Consultant M/s Feedback Infra Pvt. Ltd. in accordance with Clause 7.4.2 of the General Conditions of Contract of the Contract Agreement for Deficient services, Delay of work and Breach of Clause 3.1.1 & 7.1.1 of GCC, Clause 3.1, 3.6 & 3.8 of TOR on 18.08.2022 and was requested to submit its reply by 25.08.2022.

11. Whereas, DPR Consultant M/s Feedback Infra Pvt. Ltd. has submitted its reply to Show Cause Notice on 06.09.2022, which was not found to be satisfactory.

12. Whereas, the reply submitted by the DPR Consultant M/s Feedback Infra Pvt. Ltd. was forwarded to RO-Ladakh for re-examination and asked to submit the recommendations to HQ, NHIDCL.

13. Whereas, RO-Ladakh vide its letter dated 12.12.2022 has rejected all the claims submitted by the DPR Consultant i.e. M/s Feedback Infra Pvt. Ltd. and has recommended to blacklist/debar the DPR Consultant i.e. M/s Feedback Infra Pvt. Ltd. from participating in future projects of NHIDCL/MoRTH.



14. In light of the above, M/s Feedback Infra Pvt. Ltd., First Floor, Tower East, 77A, Sector 18, IFFCO Road, Gurugram, Haryana - 122015, is hereby debarred from participating in future projects of NHIDCL/MoRT&H either directly or indirectly from the date of issuance of this notice for a period of 12(twelve) months in accordance with Clause 7.4.2 of the General Conditions of Contract, Delay of work and Breach of Clause 3.1.1 & 7.1.1 of GCC, Clause 3.1, 3.6 & 3.8 of TOR of the Contract Agreement dated 24.07.2015.

15. This Debarment order is issued without prejudice to any other rights or remedy available with the Authority under the Contract Agreement and / or applicable law.

16. This issues with approval of the Competent Authority.



(B. Shivprasad)

General Manager (T)

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Copy to:

1. PPS to Director General (Road Development) and Special Secretary, MoRT&H,
2. PS to The Chairman, NHAI,
3. PS to DGBR, Seema Sadak Bhawan,
4. PS to MD, NHIDCL
5. PS to Director(T), NHIDCL
6. PS to Director(A&F), NHIDCL
7. All ED(T/P), GM(T/P), DGM (T/P), NHIDCL
8. IT Division, NHIDCL- to host the notice on NHIDCL website.
9. DPR Consultant i.e. M/s Feedback Infra Pvt. Ltd.