

**Email/ Registered Post with A/D**

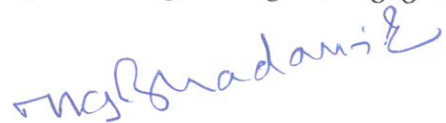
Ref: PG/CC/CS/NECCON

Date: 04.08.2025

**M/s. Neccon Power & Infra Ltd.**  
**Seuni Ali, A. T. Road**  
**Jorhat - 785001, Assam****Kind Attn.: Mr Bhojraj, CGM****Subject: Debarment of M/s Neccon Power & Infra Ltd. (NECCON) from participating as a Contractor/sub-Contractor in all the future tenders/Contracts of Power Grid Corporation of India Limited (POWERGRID)**

Dear Sir,

- 1.0 WHEREAS, Power Grid Corporation of India Ltd (hereinafter referred to as "POWERGRID"), is a company incorporated under the Companies Act, 1956 having its registered office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016.
- 2.0 WHEREAS, POWERGRID had awarded a Contract for Substation Package ARP-SS-01A under Comprehensive Scheme for Strengthening of Transmission & Distribution System in Arunachal Pradesh to you vide NOA no. CC-CS/165-NER/SS-1870/3/G4/NOA-I/5625 & CC-CS/165-NER/SS-1870/3/G4/NOA-II/5626 both dated 07.01.2016.
- 3.0 AND WHEREAS, you have signed an Integrity Pact with POWERGRID while submitting bid for the aforesaid Contract ARP-SS-01A.
- 4.0 AND WHEREAS, CBI New Delhi has filed a Chargesheet No: 2055/RC-216-2022-A-0008 dated 27.12.2022 regarding Criminal Conspiracy, bribing of Public Servant and bribing a public servant by commercial organization etc inter-alia against M/s Neccon Power & Infra Ltd. and its certain officials. Further, as per the aforesaid chargesheet, M/s Neccon Power & Infra Ltd. and its key employees have been charged with the commission of offences punishable under Section 120B of the Indian Penal Code, 1860, and various provisions of the Prevention of Corruption Act, 1988, as amended by the Prevention of Corruption (Amendment) Act, 2018. .
- 5.0 AND WHEREAS, Clause 35 of ITB, Section-II, Vol-B of the Contract signed with NECCON for ARP-SS-01A states that it is the Employer's policy that requires the Bidders, suppliers and contractors and their subcontractors under the contracts to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Employer will sanction a firm or individual, including declaring ineligible for a stated period of time to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt practices in executing a contract.



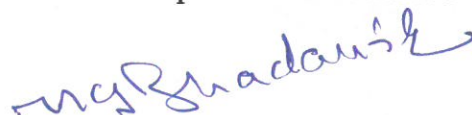
- 6.0 AND WHEREAS, as per the terms of the Integrity Pact [refer Section-II, para 1 (a)] signed by you under the Contract ARP-SS-01A, you have inter-alia committed to take all measures necessary to prevent corruption during the contract execution inter-alia including a specific commitment that you will not, directly or through any other person or firm, offer, promise or give to any of POWERGRID's employees involved in the execution of the contract or to any third person any material or other benefit which it is not legally entitled to, in order to obtain in exchange an advantage of any kind whatsoever during the execution of the contract.
- 7.0 AND WHEREAS, as per the terms of the Integrity Pact [refer Section-III], if the Contractor (NECCON) has committed a transgression through a violation of Section-II such as to put his reliability or credibility into question, POWERGRID may, after following due procedure, exclude the Bidder/Contractor from future contract award process."
- 8.0 AND WHEREAS, vide our letter dated 11.07.2023, a Show cause notice has been issued to you , thereby, giving you an opportunity to clarify/explain as to why no action including exclusion of NECCON from future award process should be taken by POWERGRID under provisions of the Contracts / Integrity Pact.
- 9.0 AND WHEREAS, vide letter dated 24.07.2023, NECCON submitted its reply to the show cause notice issued by POWERGRID.
- 10.0 AND WHEREAS, POWERGRID invited NECCON for a personal hearing vide communication dated 26.05.2025.
- 11.0 AND WHEREAS, NECCON vide its letter dated 02.06.2025 have requested exemption from personal hearing and submitted to consider their reply against the Show Cause Notice as final.
- 12.0 NOW THEREFORE, after due consideration of reply of NECCON and all relevant aspects of the case, POWERGRID is of the considered opinion that NECCON has committed transgression of the contractual conditions including the Integrity Pact signed for Substation Package ARP-SS-01A associated with Comprehensive Scheme for Strengthening of Transmission & Distribution System in Arunachal Pradesh.
- 13.0 NOW THEREFORE, it is hereby informed that without prejudice to any other rights available to POWERGRID in terms of the provisions of Integrity Pact/Contract and/or the applicable law, M/s Necon Power & Infra Ltd. is hereby debarred from participating as a Contractor/Sub-contractor in all the future tenders/Contracts of POWERGRID for a period of Fifteen (15) months w.e.f. 04.08.2025 on the ground of violation of clause 1(a) of Section-II of Integrity Pact under contract for Substation Package ARP-SS-01A associated with Comprehensive Scheme for Strengthening of Transmission & Distribution System in Arunachal Pradesh.
- 14.0 The period of debarment may however be reviewed based on the final judgement of Hon'ble Court in the ongoing criminal proceedings for the chargesheet filed by CBI in the instant matter.

*ngBnadar*



- 15.0 FURTHER, in case of ongoing contracts, if any, with POWERGRID, you are hereby warned to refrain from any transgression of the Integrity Pact/Contract provisions.
- 16.0 It may also be noted that the above is without prejudice to our other rights under the contract and in law.

For on & behalf of  
Power Grid Corporation of India Ltd



(Jitendra Kumar Singh Bhadauria)  
DGM (CS-P&S)