

Email/ Registered Post with A/D

Ref: PG/CC/CS/P&S/Exclusion/NKE

Date: 26/05/2026

M/s. N K ENTERPRISES,
2F-CS-63, Ansal Plaza
Sector-1, Vaishali,
Ghaziabad- 201010 UP.

Kind Attn.: Mr. N.K. Singh, Proprietor
Mb: +91- 8527374757

Email: nke@nkcorp.in

Subject: Debarment i.e. exclusion of N K Enterprises (NKE) from participating as Bidder or Sub-contractor in tenders/Contracts and from award of contracts by Power Grid Corporation of India Ltd. (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 invited bids for Survey Package LS01 for LiDAR & Photogrammetry Survey using Drones for Parli (New)-Bidar 765kV D/c Transmission Line. Spec. No.: CC/NT/S-SRVY/DOM/A04/25/08178. GeM Bid No.: GEM/2025/B/6365431 vide NIT/IFB dated 20/06/2025.
- 3.0 WHEREAS, M/s. N K ENTERPRISES have submitted the bid for aforesaid package and First Envelope of your bid was opened on 07/07/2025.
- 4.0 WHEREAS, in the bid for subject package, towards qualification viz-a-viz the Technical experience criteria of the Qualifying Requirements, you have inter-alia submitted Completion Certificate issued by Construction Industry Development Council (CIDC) vide ref. CIDC/UPT/2023/569 dated 05/01/2024 for the work order no. CIDC/WO No.154/Drone dated 28/09/2023 for Lidar Drone Survey issued by CIDC.
- 5.0 WHEREAS, the Completion Certificate was verified by POWERGRID with the certificate issuing utility i.e. CIDC. The utility vide letter dated 14/07/2025 has, however, informed POWERGRID that the aforementioned work order and completion certificate were not issued by them to M/s. N K ENTERPRISES.
- 6.0 WHEREAS, the terms and conditions of the Bidding Documents inter-alia including Appendix-II to Special Conditions of Contract (SCC), Section-V of Buyer ATC, stipulates the following:

"1.0 Code of Integrity for Public Procurement

1.1 Employer as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices,

केन्द्रीय कार्यालय : "सौदामिनी", प्लॉट नं. 2, सेक्टर-29, गुरुग्राम-122001, (हरियाणा), दूरभाष : 0124-2822012

Corporate Office : "Saudamini", Plot No. 2, Sector-29, Gurugram-122001, (Haryana), Tel.: 0124-2822012

पंजीकृत कार्यालय : बी-9, कुतुब इंस्टीटयूशनल एरिया, कटवारिया सराय, नई दिल्ली - 110 016 दूरभाष : 011-26560112, 26560115, 26560193, सीआईएन : L40101DL1989GOI038121

Registered Office : B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110 016. Tel.: 011-26560112, 26560115, 26560193, CIN : L40101DL1989GOI038121

Website : www.powergrid.in

either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

*.....
ii) "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract..... " "*

- 7.0 WHEREAS, as per the terms of Attachment 28 to the Bid form submitted by you in the bid, you have declared to abide by the 'Code of Integrity for Public procurement (CIPP)'. Further, you have accepted that in case of violation/transgression of the code of integrity by you in competing for or in executing the Contract, POWERGRID has the right to take punitive measures as per the provisions of the Bidding Documents and/or POWERGRID's policy and procedure.
- 8.0 WHEREAS, from the reply dated 14/07/2025 furnished by CIDC, it was inferred that you have misrepresented the facts by providing false information regarding your credentials submitted towards technical experience criterion under Qualification Requirements for participation in the tender process, constituting a Fraudulent practice under clause 1.0 ii) of CIPP.
- 9.0 WHEREAS vide our letter dated 23.12.2025, a Show Cause Notice has been issued to you, asking you to show cause as to why you should not be banned/blacklisted from POWERGRID and/or declared ineligible/excluded from further participation in bids/award of contracts of POWERGRID.
- 10.0 WHEREAS, a reminder regarding the Show Cause Notice was issued to you vide letter dated 03.02.2026, wherein you were again requested to furnish reply/response to the aforementioned Show Cause.
- 11.0 WHEREAS, you submitted your reply to the aforementioned Show Cause Notice vide your letter dated 21.02.2026.
- 12.0 NKE's response the Show Cause Notice issued by POWERGRID have been duly considered by POWERGRID and contentions of NKE have been dealt with as follows:

NKE's reply	POWERGRID's deliberation and response
<p>1. Preliminary Submission <i>At the outset, we respectfully submit that neither the firm nor its proprietor had any knowledge of, nor authorized, the preparation or submission of any forged or false document in the subject tender. The alleged act, if any, was</i></p>	<p>In this regard, it is noted that the proprietor himself is the Power of Attorney holder who has signed and submitted the bid including Attchemnt-3(QR). In attachment -3 (QR), NKE through its proprietor has declared technical experience from Construction Industry Development</p>

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NKE's reply	POWERGRID's deliberation and response
<p><i>carried out without our consent, approval, or knowledge.</i></p>	<p>Council, Shatabdi Puram, Gorakhpur, Uttar Pradesh and has attached the work order and completion certificate which was later found as forged.</p> <p>In Attachemnt-20 of NKE's bid 'Declaration of Key Managerial Person and Power of Attorney holder' the proprietor, as both the PoA holder and KMP for the firm has declared as follows:</p> <ol style="list-style-type: none"> <i>1. We confirm that the declarations made in our bid, particularly Attachment-3 (QR) regarding eligibility/qualification data and documents submitted in our bid in support of the declarations, are true and correct to the best of our knowledge.</i> <i>2. We further confirm that we have filled up Attachment-3(QR). We also confirm that in support of meeting the Technical experience requirement as per Annexure-A (BDS), we have enclosed self-certified copy of Contract/ Award Letter and certificate from the utility for which the contract has been executed.</i> <p>.....</p> <p><i>We also confirm that the Employer may verify the supporting documents/ details in connection with above declarations. We further understand that in case of any unethical practices inter-alia including any misrepresentation of facts, submission of false and/or forged details/ documents/ declaration by us, we may be debarred from the participation in Employer's tenders in future as considered appropriate by Employer and our Bid Security/ Contract Performance Guarantee shall be forfeited besides taking other actions as deemed appropriate</i></p> <p>In view of the above, the argument of NKE that the proprietor of the firm, who was the PoA holder and KMP of</p>

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NKE's reply	POWERGRID's deliberation and response
<p><i>2. Facts of the Case</i></p> <p><i>During the relevant period, the undersigned was undergoing medical treatment and was not in a position to personally supervise day-to-day tendering activities. A newly appointed Tendering Manager was entrusted with handling routine tender submissions.</i></p> <p><i>Upon receipt of your communication, we immediately conducted an internal inquiry and were shocked to discover that the concerned employee had, on his own volition and without authorization, uploaded/submitted certain documents which are now under question.</i></p>	<p>the company who signed and submitted the bid had not had prior knowledge of the forged documents cannot be sustained, since a person acting as Power of Attorney holder and Key Managerial Personnel is presumed to exercise due diligence and bear responsibility for the authenticity of documents submitted on behalf of the company.</p> <p>In other words, the contention that the proprietor lacked prior knowledge of the forged documents cannot absolve them of liability, because their position and authority impose a duty to verify and ensure the integrity of all bid materials before submission. Accordingly, the contention that neither the firm nor its proprietor had any knowledge of, or authorized, the preparation or submission of false or forged documents in the subject tender cannot be accepted.</p> <p>Additionally, the involvement of any employee of NKE itself constitutes a violation of the CIPP, which inter-alia states that a bidder shall not, directly or through an agent, engage in any conduct that violates the Code of Integrity while competing for a contract. Accordingly, the bidder shall be fully accountable for all actions, omissions, representations, and communications made by its employees, officers, agents, or any other persons acting on its behalf in connection with the tender. Therefore, even if the NKE seeks to attribute misconduct to an individual employee, the overarching liability remains with the bidder, who cannot escape responsibility under the provisions of the CIPP.</p>
<p><i>3. Absence of Mens Rea (Intention)</i></p>	<p>NKE has contended that there was no deliberate intention, mens rea, or</p>

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<p><i>It is respectfully submitted that there was no deliberate intention, mens rea, or wilful suppression on the part of the firm. The alleged misconduct was an individual and unauthorized act of an employee acting beyond the scope of his authority. The firm neither benefited from nor intended to benefit from any misrepresentation.</i></p>	<p>willful suppression on the part of the firm, and that it neither benefited from nor intended to benefit from any misrepresentation. However, this submission is untenable. The forged certificate was evidently submitted with the specific purpose of fraudulently qualifying for the tender floated by the employer and thereby wrongfully securing a contract for NKE. The motive and intention underlying the misrepresentation are thus evident. It is also evident that such misrepresentation does not serve to benefit any individual employee in isolation; rather, the benefit accrues to the firm itself. The bid was submitted under the signature of the Power of Attorney holder, who is the proprietor of the firm, and the intention to deceive POWERGRID is therefore clear and attributable directly to NKE.</p>
<p>4. Immediately Corrective Action <i>Immediately upon knowledge of the incident:</i></p> <ul style="list-style-type: none"> ○ <i>The services of the concerned employee were terminated.</i> ○ <i>Internal compliance and document verification mechanisms have been strengthened.</i> ○ <i>Additional supervisory controls have been implemented to ensure that all future submissions undergo multi-level verification prior to uploading.</i> 	<p>NKE has submitted that they have taken corrective actions including termination of concerned employees, strengthening of internal compliance and document verification, additional supervisory controls to ensure that all future submissions undergo multi-level verification prior to uploading etc. The above actions, if they have been taken by NKE, show the intent for improving the existing systems. However, corrective actions taken cannot absolve them of the violations already committed under the CIPP.</p>
<p>5. Past Record and Conduct <i>The firm has been associated with Power Grid and other Government organizations for nearly three decades with an unblemished record. We respectfully submit that:</i></p> <ul style="list-style-type: none"> ○ <i>No contract has ever been terminated due to contractor's default.</i> ○ <i>No CPG has ever been encashed on account of non-performance.</i> 	<p>Noted.</p>

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NKE's reply	POWERGRID's deliberation and response
<ul style="list-style-type: none"> ○ The firm has never been referred to NCLT under the Insolvency & Bankruptcy Code. ○ The firm has never sub-contracted more than 50% of any awarded contract. <p>Our long-standing track record reflects adherence to integrity, transparency, and compliance with all applicable statutory and contractual obligations.</p>	
<p>6. Principle of Proportionality and Natural Justice</p> <p>Without prejudice to the above, we respectfully submit that any extreme action such as banning or blacklisting would be disproportionate to the alleged lapse, particularly when:</p> <ul style="list-style-type: none"> ○ There was no intentional wrongdoing by the proprietor; ○ Immediate remedial action has been taken; ○ The firm has an otherwise clean and credible record spanning 30 years. <p>It is well established under principles of natural justice that penal consequences must be proportionate and take into account past conduct, intent, and corrective measures.</p>	<p>As per Clause 1.3 of CIPP (part of bidding documents), if POWERGRID comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated the code of integrity in competing for the contract, POWERGRID may take appropriate measures including removal from the list of registered suppliers and banning/debarment of the bidder/contractor from participation in future procurements in line with POWERGRID's policy for "Black-Listing of Firms / Banning of Business".</p> <p>Further, as per POWERGRID's policy, POWERGRID may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity.</p> <p>While past performance & remedial action may be relevant for the purpose of determining the quantum of punishment, but they do not absolve the contractor from the liability arising from engagement in fraudulent practices and breach of the code of integrity.</p>

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- 13.0 NOW THEREFORE, after considering all the above, it has been established that M/s N K Enterprises has, by submitting a false document as part of their bid, committed a fraudulent act which constitutes a breach of the Code of Integrity for Public Procurement (CIPP).
- 14.0 WHEREAS, as per the Clause 1.3 of CIPP, if POWERGRID comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated the code of integrity in competing for the contract, POWERGRID may take appropriate measures including *removal from the list of registered suppliers and banning/debarment of the bidder/contractor from participation in future procurements in line with POWERGRID's policy for "Black-Listing of Firms / Banning of Business"*. The punitive provisions that can be taken for violation of CIPP as per the POWERGRID's policy include banning/ debarment of the bidder/contractor from participation in future procurements of upto 2 years.
- 14.1 While considering the action against NKE, POWERGRID has also deliberated the fact that NKE is a regular contractor of POWERGRID for survey works. Further, it was also considered that this was the first such violation of CIPP committed by NKE and they have submitted that they have taken corrective action and strengthened their internal governance systems. After considerations, including the doctrine of proportionality in relation to severity of the issue, POWERGRID has arrived at a considered view in this regard.
- 15.0 THEREFORE, it is hereby informed that M/s N K Enterprises is hereby excluded from participating as Bidder or Sub-contractor in Tenders/Contracts and from award of Contracts by Power Grid Corporation of India Ltd. (POWERGRID) for a period of One (1) year w.e.f. 26.05.2026 on the ground of committing 'Fraudulent practice' violating CIPP / POWERGRID's policy provisions.
- 16.0 FURTHER, in case of ongoing Contracts/sub-Contracts, if any, with POWERGRID, you are hereby warned to refrain from any transgression of the Integrity Pact / Contract provisions / CIPP provisions as enshrined in POWERGRID's WPP.
- 17.0 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)
Sr. DGM (CS-P&S)