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| <p>1. The Authorized Representative,
M/s Armenge Engineering Pvt. Ltd.
A-1008, Ashiana Greenwood, Near Shooting Range, Jagatpura, Jaipur, Rajasthan, 302017, India.
Email: armenge@armenge.com</p> | <p>2. The Authorized Representative,
M/s Bari India Pvt. Ltd., unit no 1178, 11th floor, Gaur city mall, Greater Noida (west), 201301, UP
Email: bd.bariindia@gmail.com</p> | <p>3. The Authorized Representative,
M/s Design Line Consultancy services private limited, H. No. 3595, Sector-1-4, Hisar 125001, Haryana
Email: bd.dlcspltld@gmail.com</p> |
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Memo No.W/ 311-13

Dated:- 12/05/2026

Subject:- Consultancy services for the construction of new circular bypass for (i) Bhiwani city from Bhiwani-Hansi road (NH-148B) to Bhiwani-Loharu road (NH-709 Extn.) via Bhiwani-Tosham road in Bhiwani District – part-ii (ii) village Dhigawa (iii) village - Lohani & Jui (iv) Loharu town from Loharu-Pilani road NH-709(Extn.) to Loharu - Surajgarh road. Regarding Debarment cum penalty & Contract Agreement termination order.

- Ref.:-
1. Notice Inviting Tender (NIT) dated 21.09.2022 (Tender ID-2022_MoRTH_713770_1).
 2. Letter of Acceptance No.RW/CH/HR/W(388)/2021(Computer No.200523)/2734-35 dated 25.03.2023.
 3. M/s Armenge Engineering Pvt. Ltd. Email dated 25.05.2023.
 4. Consultancy Agreement dated 28.08.2023 and Letter to proceed vide S.E., NH Jind memo No.1770 dated 31.08.2023.
 5. EE, Rohtak Division, State PWD, Haryana letter No.5184 dated 21.09.2023 and No.6360 dated 31.05.2024.
 6. EE, Rohtak Division, State PWD, Haryana letter No.255 dated 03.02.2025 and No.423 dated 21.02.2025
 7. EE, Rohtak Division, State PWD, Haryana letter dated 21.03.2025 and 31.03.2025.
 8. RO Chandigarh show cause notices No.RW/CH/HR/W(388)/2021/452-54 dated 09.06.2025 issued to consultant and key personnel's.
 9. M/s Armenge Engineering Pvt. Ltd. Letter No.ARMENGE/HO/MoRTH-RO-CDGH/Biwani/DPR/2025/6812 dated 18.06.2025.
 10. M/s Design Line Consultancy services Pvt. Ltd. DLCSP/2025-26/01 dated 19.06.2025.
 11. M/s Bari India Pvt. Ltd. Letter No.Nil dated 20.06.2025.
 12. Team Leader email dated 05.07.2025, Highway Engineer email dated 14.06.2025, Bridge Engineer email dated 11.06.2025 and traffic expert email dated 26.06.2025.
 13. Ministry's letter No.RW/NH-12037/Misc/HR/2021/Zone-II dated 04.07.2025 issued to consultant and Team Leader for physical appearance before the committee.
 14. Team Leader letter No.nil dated 26.07.2025.
 15. M/s Design Line Pvt. Ltd. email dated 28.07.2025.
 16. M/s Bari India Pvt. Ltd. letter No.Nil dated 26.07.2025
 17. RO MoRT&H letter No.RW/NH-12037/1540/Misc/HR/2021/Zone-II dated 12.11.2025.
 18. RO MoRT&H letter No.RW/NH-12037/1540/Misc/HR/2021/Zone-II dated 12.11.2025 issued to M/s Designline Pvt. Ltd.
 19. M/s Armenge letter dated No.ARMENGE/HO/BD/BWN-HNSI/NH709/7329 dated 21.11.2025.
 20. RO MoRT&H letter No.RW/NH-12037/1540/Misc/HR/2021/Zone-II dated 19.01.2026.
 21. E-in-C, State PWD, Haryana letter No.13328 dated 29.01.2026.

WHEREAS, **M/s Armenge Engineering Pvt. Ltd. In JV with M/s Bari India Private Limited in association with M/s Design Line consultancy services Pvt. Ltd** (hereinafter referred as "Consultant"), had been engaged by the Ministry of Road Transport and Highways (hereinafter referred as the "Client" or "Authority") through Haryana State PWD for Consultancy services for the construction of new circular bypass for (i) Bhiwani city from Bhiwani Hansi road (NH-148B) to Bhiwani Loharu road (NH-709 extn.) via Bhiwani Tosham road in Bhiwani District – part-ii (ii) village Dhigawa (iii) village - Lohani & Jui (iv) Loharu town from Loharu-Pilani road NH-709(Extn.) to Loharu - Surajgarh road vide letter of acceptance dated 25.03.2023 for a contract value of Rs.17,67,900/- (Rupees Seventeen Lakh Sixty Seven Thousand Nine Hundred only) (excluding GST). The Contract Agreement for the said work was signed on 28.08.2023 and the notice to proceed with the works was issued on 31.08.2023 and scheduled date of completion of services was 27.04.2024 as per clause 2.4 of the GCC.

1. As per the Contract Agreement, the time period for the completion of the subject consultancy work as per clause 2.4 of the GCC and SCC of Contract Agreement of subject work was eight months. However, due to the continuous defaults of the Consultant in completing the Project in the stipulated time, the Authority have been communicating / reminding the Consultant through various letters and in the meetings regarding Consultants numerous persistent defaults in fulfilling its obligations under the Contract Agreement read (as elaborated in the forthcoming paras hereinafter).
2. Whereas, the DPR consultant failed to provide the details of key personnel's deployed at site as requested by State PWD vide letter dated 31.05.2024 and consultant failed to attend the meeting along with key personnel's scheduled on 12.09.2023 and 25.09.2023 as reported by State PWD in its letter No.5184 dated 21.09.2023.
3. Whereas, Haryana State PWD vide letter No.255 dated 03.02.2025 intimated the consultant about the lapses at their end and the consultant was directed to carry out the certain changes in the alignment, however, no response was submitted by the consultant. In response, State PWD of Haryana vide letter / final notice No.423 dated 21.02.2025 directed the consultant to submit the compliance otherwise necessary action will be taken as per Contract Agreement, however, no action/reply was made by the DPR consultant.
4. Whereas, the additional performance security amounting to Rs.2,78,480/- had been expired (25.04.2024), which was not extended by the consultant at its own and also the same was not extended by the consultant even after request of State PWD vide letter dated 21.03.2025 and 31.03.2025.
5. Whereas, another show cause notice was issued to the consultant by EE, Regional Office, Chandigarh vide letter No.RW/CH/HR/W(388)/2021 dated 09.06.2025 thereby mentioning that continued default by the consultant constitutes a material breach of the obligations set forth in the Contract Agreement as per the proceedings of the committee formed to review the case of deterrent action against the consultant as per Ministry's SOP No.RW/NH-33044/24/2020-S&R(P&B) dated 06.01.2021. The consultant was given 10 days' time to submit the representation otherwise action under clause 7.3.2, 2.9.1 and 7.4.2 of Contract Agreement shall be taken including but not limited to debarment.
6. In response to show cause notice dated 09.06.2025, Lead member (M/s Armenge Engineering Pvt. Ltd.) of the firm vide its representation to show cause No.ARMENGE/HO/MoRTH-RO-CDGH/Biwani/DPR/2025/6812 dated 18.06.2025 (letter received vide email dated 20.06.2025) sought 10 days' time for finalizing the revised alignment and sought 05 working days for extension of validity of addition performance security amounting to Rs.2,78,480/-. In regard to deployment of key personnel, it was reported that the proposed key personnel render their service for carrying out the earlier revisions in the alignment report. The other member (M/s Bari India Pvt. Ltd.) of the firm vide letter No.NIL dated 20.06.2025 reported that the M/s Bari India Pvt. Ltd. was not involved by the Lead member of the firm post award of consultancy work for execution of the consultancy services. The associate member (M/s Design Line Consultancy services Pvt. Ltd.) of the firm vide letter No.DLCSPL/2025-26/01 dated 19.06.2025 reported that the M/s Design Line Consultancy services Pvt. Ltd. initially participated in the bid submission process however the

- associate partner was dissociated by Lead Member (M/s Armenge Engineering Pvt. Ltd.) vide email dated 25.05.2023 sent to R.O., Chandigarh before signing of the Contract Agreement
7. Whereas, notices were also issued to all the four key personnel's (Team Leader, Highway Engineer, Bridge Engineer and Traffic Expert) proposed by the firm in the bidding vide RO letter's dated 09.06.2025 thereby mentioning regarding non mobilization / left the assignment before completion of work, the key personnel's were given 07 days' time to submit the representation otherwise action under clause 4.5.6 of Contract Agreement shall be taken including but not limited to debarment of key personnel. In response to the notice, Team Leader vide its email dated 05.07.2025 reported that he has never worked as DPR Consultant for the work, Highway Engineer vide email dated 14.06.2025 informed that he has not been mobilised in the said work, Bridge Engineer vide email dated 11.06.2025 informed that he had given consent solely for the purpose of bidding, upon request from M/s Armenge Engineering Pvt. Ltd., However, following the award of the project, I was neither contacted nor involved by M/s Armenge Engineering Pvt. Ltd. I came to know about the award only through third-party sources and the traffic expert vide email dated 26.06.2025 reported that his CV and credentials were unlawfully used by M/s Armenge Engineering Pvt. Ltd without his knowledge or consent, and my signatures were forged in the bid documents submitted for this project. He was not informed of the contract signing on 28.08.2023 or the notice to proceed issued on 31.08.2023, nor was he involved in any activities related to this assignment.
 8. Whereas, the consultant again failed to perform its obligation in submission of alignment report/documents even after its submission made vide letter No.ARMENGE/HO/MoRTH-RO-CDGH/Bhiwani/DPR/2025/6812 dated 18.06.2025. Thereafter, opportunity were given to the consultant and Team Leader vide Ministry's letter dated 04.07.2025 to appear before the committee personally or through Authorized representative for submitting the submissions, if any.
 9. In response, Lead member of the firm (M/s Armenge Engineering Pvt. Ltd.) or its authorized representative failed to appear before the committee. The other member (M/s Bari India Pvt. Ltd.) and Associate member (M/s Design Line Consultancy services Pvt. Ltd.) of the firm and Team Leader appeared before the committee and submitted their justification which were taken on record by the Committee. Committee directed to the representative of other member (M/s Bari India Pvt. Ltd.) and Associate member (M/s Design Line Consultancy services Pvt. Ltd.) of the firm and Team Leader to submit the written augmented reply with supporting documents (emails etc). In response, other member (M/s Bari India Pvt. Ltd.) vide letter No.Nil dated 26.07.2025, Associate member (M/s Design Line Consultancy services Pvt. Ltd.) vide email dated 28.07.2025 and Team Leader vide letter No.Nil dated 26.07.2025 submitted their augmented reply to the Ministry.
 10. Whereas, the Lead member (M/s Armenge Engineering Pvt. Ltd.) of the firm were given opportunity vide letter No.RW/NH-12037/1540/Misc/HR/2021/Zone-II dated 12.11.2025 for submitting the response within 07 days against the allegations / observations made by other member (M/s Bari India Pvt. Ltd.) vide letter No.Nil dated 26.07.2025, Associate member (M/s Design Line Consultancy services Pvt. Ltd.) vide email dated 28.07.2025 and Team Leader vide letter No.Nil dated 26.07.2025.
 11. Whereas, the Lead member (M/s Armenge Engineering Pvt. Ltd.) of the firm failed to comment anything against the allegations/observations made by the other member, associate member and Team Leader. However, Lead member (M/s Armenge Engineering Pvt. Ltd.) of the firm submitted a letter No.ARMENGE/HO/BD/BWN-HNSI/NH709/7329 dated 21.11.2025 mentioning that they could not attend the meeting / appear before the committee on 11.07.2025 and the internal dispute between the members of the firm has been resolved and reported that the work will be completed within the new timeline allocated by Authority and will mobilize their complete team to finish the task and apologized for the delay.
 12. Whereas, considering the submission made by the Lead member (M/s Armenge Engineering Pvt. Ltd.) of the firm vide letter dated 21.11.2025, Divisional office of State PWD was asked vide RO letter No.RW/NH-12037/1540/Misc/HR/2021/Zone-II dated 19.01.2026 to appraise the status of deployment / replacement proposal of key personnel's for the project and the progress achieved by the consultant w.e.f. 21.11.2025.

13. Whereas, E-in-C, State PWD of Haryana vide their letter No.13328 dated 29.01.2026 reported that the consultant has not deployed any of the key personnel's as proposed in the RFP for carrying out the DPR work. Further, no proposal for replacement of any key proposal has been submitted to his office so far as well as no progress has been achieved by the consultant from 21.11.2025 to till date i.e. 20.01.2026.
14. Whereas, the continued non-compliance of obligations, failure of compliance even after submission made vide letter dated 18.06.2025 and 21.11.2025, non-involving the key personnel's, other and associate member proposed during the bidding process in execution of assignment undermines the credibility of DPR consultant. The conduct of the consultant, marked by repeated defaults despite notices and warnings clearly establish a pattern of non-performer.
15. Whereas, the relevant clause of the contract agreement are placed below:-

Clause 7.3.2 of CA states that in case of delay in completion of services, a penalty equal to 0.05% of the contract price per day subject to a maximum 5% of the contract value will be imposed and shall be recovered from payments due/performance security. Clause 2.9.1(a) of CA states that if the Consultants fail to remedy a failure in the performance of their obligations are under, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing:

Clause 7.4.2 of CA states that In the case of major deficiencies in the Detailed Project Report involving time and cost overrun and adverse effect on reputation of RO-Chd, MoRTH/HARYANA PWD(NH), the firm shall be declared as non-performing and the firm will not be eligible for participating in future projects of the Ministry (including NHAI, NHIDCL, BRO, etc.) for a period of 5 years.

16. Therefore, in view of the foregoing facts and circumstances;

- M/s Armenge Engineering Pvt. Ltd. (Lead member of the consultancy firm), A-1008, Ashiana Greenwood, Near Shooting Range, Jagatpura, Jaipur, Rajasthan, 302017) is hereby debarred for a period of 01 year from the date of issue of this letter as per clause 7.4.2 of Contract Agreement from participation National Highway projects of MoRTH&H/NHAI/NHIDCL/BRO and other Centrally sponsored Road Works.
- The consultancy services agreement signed on 28.08.2023 with the consultancy firm (M/s Armenge Engineering Pvt. Ltd. in JV with M/s Bari India Private Limited in association with M/s Design Line consultancy services Pvt. Ltd.) is hereby terminated as per clause 2.9.1 of Contract Agreement. Further, a penalty @5% is imposed on consultancy firm (M/s Armenge Engineering Pvt. Ltd. in JV with M/s Bari India Private Limited in association with M/s Design Line consultancy services Pvt. Ltd) for delaying the completion of services as per clause 7.3.2 of Contract Agreement.

17. This action is taken without prejudice to any other rights, remedies, power, or actions available to the Authority under the Contract Agreement, applicable guidelines, or prevailing laws.

18. This order is issued with the approval of DG(RD)&SS, MORT&H.

DA/Nil


Superintending Engineer,
National Highway Circle,
PWD B&R Branch, Jind.

Copy to:-

- i. The Chairman, NHAI,
- ii. The MD, NHIDCL,
- iii. All ROs / ELOs of MoRT&H,
- iv. PPS to Secretary(RT&H),
- v. PPS to DG(RD)&SS,
- vi. PS to AS&FA,
- vii. PS to ADG(North),
- viii. NIC-with a request to upload on the Ministr's portal.

Endst. No.W/ 71111 / 314

Dated:- 12/05/2026

Personal Attention

E.E. (NH)

Copy of the above is forwarded to the Engineer-in-Chief, Haryana, PWD B&R Br., Chandigarh for information w.r.t. R.O., MoRT&H, Chandigarh letter No.RW/NH-12037/1540/Misc/HR/2021/Zone-II / 207-09 dated 06.05.2026 and Head office email dated 06.05.2026.

DA/Nil


Superintending Engineer,
National Highway Circle,
PWD B&R Branch, Jind.

Endst. No.W/ 315

Dated:- 12/05/2026

Copy of the above is forwarded to the Superintending Engineer-cum-Regional Officer, Ministry of Road Transport and Highways Govt. of India, Kendriya Sadan, 6th floor, Sector-9A, Chandigarh—160009 for information and necessary action w.r.t. his email dated 06.05.2026 and letter No.RW/NH-12037/1540/Misc/HR/2021/Zone-II / 207-09 dated 06.05.2026 addressed to the Engineer-in-Chief, Haryana, PWD B&R Br., Chandigarh.

DA/Nil


Superintending Engineer,
National Highway Circle,
PWD B&R Branch, Jind.

Endst. No.W/ 316-17

Dated:- 12/05/2026

Copy of the above is forwarded to the Executive Engineer, Provincial Division No.III(NH), PWD B&R Br., Rohtak and Executive Engineer, NH Division, PWD B&R Br., Bhiwani for information and necessary action w.r.t. this office email dated 06.05.2026.

DA/Nil


Superintending Engineer,
National Highway Circle,
PWD B&R Branch, Jind.