

REGD.

ORDER

Whereas, an online tender was floated by this office on receipt of an indent for arranging two year rate contract for the purchase of Poly Pallets 1,16,100 Nos. required by the Food, Civil Supplies & Consumer Affairs Department, Haryana (95,700 Nos.) and the Haryana State Warehousing Corporation (20,400 Nos.).

Whereas, the said tender was opened on 11.03.2026 and, in response thereto, the following five firms submitted their online bids:-

1. M/s Bag Poly International Pvt. Ltd., Karnal.
2. M/s K.C. Poly Pack, Karnal (MSME - Micro).
3. M/s Vinaya Plastic, Chennai (MSME - Micro).
4. M/s Keshav Polymers, Panipat (MSME - Small).
5. M/s Swadeshi Khadi Gramoudyog, Jind (MSME - Small).

And whereas, the offers/documents submitted by the above-mentioned firms were examined by the Technical Committee in its meeting held on 25.03.2026. During examination of the documents submitted by M/s Keshav Polymers, Panipat, it was observed that the firms i.e. K C Poly Pack, Karnal and M/s Keshav Polymers, Panipat have used common IP Address to submit their Technical Bids.

And whereas, as per the guidelines/instructions regarding collusive bidding issued vide letter dated 23.04.2021, use of the same IP address cannot be allowed by different participating bidders is an indicator requiring due examination. Accordingly, the bid of the firm was not considered and it was decided to issue a Show Cause Notice to the firm regarding the same.

And whereas, this office, vide Registered Show Cause Notice dated 09.04.2026, called upon M/s M/s Keshav Polymers, Panipat to explain, within 15 days, as to why its Earnest Money Deposit (EMD) should not be forfeited in terms of the provisions contained in the DNIT/Schedule-A, in view of the material indicating possible cartel formation/collusive bidding.

The relevant provisions of the DNIT are reproduced below:

Para-A (12) of the DNIT:

"In case of evidence of cartel formation by the bidder, the EMD is liable to be forfeited along with other actions as per permissible to Govt. Like filling complaints with CCI and/or other appropriate forums."

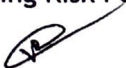
Further, the relevant provisions of Chapter 14 of the Manual of Office Procedure for Supplies and Disposals, relating to Penal Action, are reproduced below:

Para 14.1 of Chapter 14:

"Penal Action may be taken against the firms for committing breach of the terms of Contract and indulging in malpractices, bribery, fraud, misrepresentation, un-business like dealings, etc."

Para 14.2 of Chapter 14 provides for, inter alia, the following penal actions, depending upon the nature and gravity of the default:-

- (a) Removal of the name from the list of approved contractors.
- (b) Forfeiture of Permanent Security.
- (c) Effecting Risk Purchase at the cost of the contractor.



- (d) Forfeiture of earnest money/Security.
- (e) Suspension.
- (f) Debarring/Banning."

And whereas, the firm submitted its reply to the Show Cause Notice vide letter dated 01.05.2026. Thereafter, in the interest of natural justice and in order to provide an opportunity of personal hearing, the firm was called upon to appear for a personal hearing on 28.09.2026.

And whereas, in its reply dated 01.05.2026 and during the subsequent representation/personal hearing, M/s Keshav Polymers, Panipat, submitted that:-

1. The firm, in its reply and during the personal hearing, submitted that the allegation of cartelization was based primarily on the alleged use of a common IP address by M/s Keshav Polymers and M/s K.C. Poly Pack for uploading their technical bids. The firm contended that a common IP address, by itself, does not establish collusion, coordination or a meeting of minds and that no other corroborative evidence, such as common ownership, identical pricing, bid rotation, bid suppression or market allocation, had been brought on record.
2. The firm further submitted that no contract had been awarded to it and no concluded contractual relationship had come into existence. It also contended that the provisions of Chapter 14 of the Manual of Office Procedure for Supplies & Disposals relating to penal action for contractual breaches could not be mechanically invoked at the pre-contract stage. The firm relied upon the judgment of the Hon'ble Bombay High Court in *S.K. Translines Private Limited through its Directors and Another v. Maharashtra State Warehousing Corporation Ltd. through its Chairman/Managing Director and Others* in support of its contention regarding the evidentiary value of a common IP address.
3. Accordingly, the firm requested that the proceedings initiated pursuant to the Show Cause Notice be dropped and that no adverse action, including blacklisting, debarment, suspension, banning or forfeiture of EMD, be taken against it. It also requested that any further material proposed to be relied upon be supplied to it and an opportunity to respond thereto be afforded before passing any adverse order.

Now, therefore, upon careful consideration and examination of the reply submitted by the firm, the material available on record and the submissions made during the personal hearing, it is observed that the tender in question was subsequently withdrawn by the Indenting Department and no award of contract was made to any firm pursuant to the said tender. Further, no financial loss to the Government has been reported in the matter. Moreover, Under Section 18 of the MSME Development Act, regulatory authorities and buyers cannot launch immediate penal or coercive actions without first undergoing mandatory pre-litigation conciliation and mediation. To prevent unnecessary litigation, all disputes must be routed through the MSME Samadhaan Portal or a State Facilitation Council, which completely supersedes regular court proceedings and halts aggressive parallel enforcement.

In view of the aforesaid facts and circumstances, the competent authority has decided to condone the lapse at this stage. However, M/s Keshav Polymers, Panipat, is hereby issuing this warning letter to exercise due care and diligence in future while

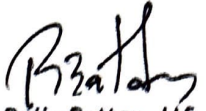


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participating in tenders floated by the Government of Haryana and its Departments/Boards/Corporations and other Government agencies.

This order is without prejudice to any other rights, powers and remedies available to the Government under the applicable rules, instructions, terms and conditions of the tender/contract.

Dated:-


Rajiv Rattan, IAS,
Director General, Supplies & Disposals,
Panchkula, Haryana

Endst No. 205/HR/RC/TLA-1/2025-26/ 8447

Dated:- 30/9/25

A copy is forwarded to the following for information and necessary action:-

1. The Director, Food Civil Supplies and Consumer Affair Department, Haryana 2nd Floor, 30 Bays Building, Sector-17, Chandigarh.
2. The Managing Director, Haryana State Warehousing Cooperation, Bays No. 15-18, Sector-2, Panchkula.
3. Security Assistant O/o Supplies & Disposals Department, Haryana.
4. Programmer, O/o Supplies & Disposals Department, Haryana.
- ✓ 5. M/s Keshav Polymers, Panipat. (Email-keshavpolymers7846@gmail.com)


Executive Engineer,
For Director General, Supplies & Disposals,
Panchkula, Haryana