

National Highways Authority of India

(Ministry of Road Transport & Highways, Govt. of India)

Regional Office- Mumbai, 4th Floor, MTNL, T. E. Building, Sector -11, CBD-Belapur, Navi Mumbai- 400 614, Tel : 022-27564100/8200 Fax : 022-27564300, Email : romumbai@nhai.org, Website : <http://www.nhai.org>

Date: 18.12.2020

To,
All Participated Bidders

Sub.: Independent Engineer services during O&M period for 4 laning of Kagal-Satara section of NH-48(Old NH-4) from Km. 592.240 to Km. 725.000 in the state of Maharashtra under NHDP Phase -I on BOT basis - **Final outcome of Technical Evaluation & Disposal of objections (Revised)**- Reg.

Sir,

As per provisions of RFP clause 5.3 (ii) of section 2 followed with objections from bidders and re-verification by the Technical Evaluation Committee, outcome of Technical / Stage I evaluation (Revised) is detailed below for information of all respective bidders.

Table1

Sr. No	Name of the Bidder	Responsive/ Non Responsive	Final Score d Points	Remarks
1	M/s Theme Engineering Services Pvt. Ltd	Non Responsive	95.97	NHAI, HQ vide letter no. NHAI/JH/SC/RRJ/NH-33/2019/106 dated 17.12.2020 debarred M/s. Theme Engineering Services Pvt. Ltd. for a period of 2 years from bidding process to be undertaken by NHAI.
2	M/s K & J Projects Pvt. Ltd. in association with M/s. Indian Road Survey & Management Pvt. Ltd.	Responsive	95.85	
3	M/s. MSV International INC in Association with JS Envirionics Consultants Pvt. Ltd.	Responsive	95.58	
4	M/s Feedback Infra Private Limited in association with SATRA Services and Solutions Pvt. Ltd.	Responsive	94.59	
5	M/s STUP Consultants Pvt. Ltd. in Association with Acculead Consultancy Services LLP	Responsive	87.77	
6	M/s L. N. Malviya Infra Projects Pvt. Ltd. in Association with M/s. Highway Engineering Consultant	Responsive	79.24	

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2. As per Cl. 5.4, Section 2 of RFP the Evaluation Committee has recommended to proceed with financial opening for following 5 Nos. of responsive bidders.

Table 2

Sr. No.	Name of the Bidder	Final Scored Points in Technical Evaluation
1	M/s K & J Projects Pvt. Ltd. in association with M/s. Indian Road Survey & Management Pvt. Ltd.	95.85
2	M/s. MSV International INC in Association with JS Environics Consultants Pvt. Ltd.	95.58
3	M/s Feedback Infra Private Limited in association with SATRA Services and Solutions Pvt. Ltd.	94.59
4	M/s STUP Consultants Pvt. Ltd. in Association with Acculead Consultancy Services LLP	87.77
5	M/s L. N. Malviya Infra Projects Pvt. Ltd. in Association with M/s. Highway Engineering Consultant	79.24

3. In view of the above, financial bids of the 5 Nos. of Technically responsive bidders (as mentioned in Table 2 above) will be opened on 24.12.2020 at 15:00 Hrs, if possible.

4. This issues with the approval of the Chief General Manager (Tech) & Regional Officer, Mumbai.

Thanking you,

Yours faithfully,

Sd/-

(A.R. Yadav)

Dy. General Manager (Tech.)

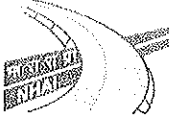
Regional Office, Mumbai

Copy to: CGM(T) Mah. Div., NHAI HQ - for kind information please.

Digitally signed by AJAY RAMRATAN YADAV

Date: Fri Dec 18 18:51:31 IST 2020

Reason: Approved



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport and Highways)

जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली-110075

G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष/Phone : 91-11-25074100/25074200

फैक्स/Fax : 91-11-25093507 / 25093514

NHAI/JH/SC/ RRJ/NH-33/2019//06

Date: 17.12.2020

To,

M/s Theme Engineering Services Pvt. Ltd.

B-24, GokulVatika, Jawahar Circle,

Jaipur, Rajasthan

PIN-02018

Email: theme@themengineering.com

DEBARMENT ORDER

Sub: Supervision Consultancy Services for construction supervision of Balance work of 4 -laning of Ranchi –Rargaon –Mahulia section from km 114.000 to km 277.500 of NH-33 in the State of Jharkhand.

- Ref: (i) Signing of Consultancy Agreement on 24.09.2019
(ii) Show Cause Notice NHAI/JH/SC/ RRJ/NH-33/2019 dated 23.03.2020
(iii) Your reply to Show Cause Notice vide Theme/NHAI/ Ranchi –Rargaon –Mahulia /19 dated 24.03.2020

Sir,

1. Please refer to Supervision Consultancy Agreement for the subject consultancy assignment executed by and between National Highways Authority of India ("NHAI/Authority" for short) and M/s Theme Engineering Services Pvt. Ltd ("Consultant" for short) on 24.09.2019. NHAI-HQ vide its letter dated 30.09.2019 had issued a 'Commencement of Services' letter to you in accordance with Clause 7.2 of Section 2 of RFP, as the Appointed Date for the civil work for the all 04 Packages was already declared. You were requested by the Authority through said letter to commence the services for the purpose of the Consultancy Agreement at the earliest.

2. It may be noted that a SHOW CAUSE NOTICE cited under reference (ii) was served upon you by the Authority seeking clarification on following non-compliances of the terms and conditions of the Agreement by the Consultant:

- Abnormally poor mobilization of key personnel's.
- Not performing your Duties and responsibilities as Engineer as per Clause 6.2 of the agreement.
- Resident Engineer (2) – Sh. Md. Jahangir Alam leaving the project "Piska-More-Palma section of NH-23", while the work was still in progress without obtaining consent of PD/RO-Ranchi.
- Submission of fake CVs of two key personnel.
- Replacement of 06 out of 10 Key personnel.
- Failure in extending the validity of additional BG (bearing no. 2263II.G006119) upto 25.05.2024.
- Non-performance in another project i.e. six Laning of Bihar/Jharkhand Border (Chordaha) to Gorhar Section of NH-2.
- Hardly visiting sites to supervise the work on NH-75 Site (4-laning from Kutchery More-Bijupara-Kuru section).

(Signature)

(Y3)

3. The replies furnished by the Consultant in respect of the Show Cause Notice dated 23.03.2020 has been examined thoroughly vis-à-vis the comments received from RO-Ranchi and your response is found to be unsatisfactory and lacking substance and is detailed below:-

3.1 Abnormally poor mobilization of key personnel.

With respect to above charge, your explanation is unfounded and baseless. It is stated that since, letter of commencement of services has been given within 120 days of signing of contract, as per the clause 1.10 section 2 of the consultancy agreement, the Authority expects all the Key Personnel specified in the Proposal to be available during implementation of the Agreement. Also joining date of Shri Raghu Yadav, Resident Engineer (Pkg-IV) is contradicted by RO-Ranchi and from your submission cited under ref (iii), it can be clearly seen that most of the key personnel have joined after a lapse of 3 months from commencement date i.e. 30.09.2019.

Thus you have violated **Clause 6.2 of Data Sheet of Consultancy Agreement** "commencement of assignment" which states that *"the firm shall begin carrying out the services within 15 days after the effective date of the contract."*

3.2 Not performing your Duties and responsibilities as Engineer as per Clause 6.2 of agreement.

As per your submission, the Engineer hardly visited the project site of NH-02, NH-23:Piska More, NH-33:Ranchi-Mahulia section for a period of 4 days in Sept 2019 and all the four Packages of Ranchi - Jamshedpur Section of NH- 33 for a period of 5 days only in Jan 2020. In this connection, it is to mention that as per **Clause 6.2 of Consultancy Agreement** related to **"Duties and Responsibilities of the Engineer"** which clearly stipulates, *"the Engineer shall visit the site at every two months for a period of at least two weeks or every 1.5 months for a period of at-least one week to familiarize himself with the progress and event of the construction contracts."* Thus, it is apparent that the firm has failed in deputing the Engineer at any one of the site as per the contractual provision and therefore, the Authority is not satisfactory with the reply of the firm in this regard.

Further, the sole purpose of making site visit by engineer has also been defeated since the advice to use VG-30 grade of Bitumen was Contrary to provision of Technical specification and whatever reason/explanation for this submitted by you has reportedly not been acceptable to PD/RO.

3.3 Resident Engineer (2) – Sh. Md. Jahangir Alam leaving Piska-More-Palma section of NH-23, while the work was still in progress without consent of PD/RO-Ranchi.

With respect to above charge, the reply of the Consultant is silent meaning thereby that you do not controvert the charge levelled by the Authority. Moreover, it is matter of record and as per format of **undertaking under Form Tech-5 of RFP**, it is clearly mentioned that the professional staff should not left any NHAI project (completed/ongoing) without its approval and have not been debarred by NHAI in past.

3.4 Submission of fake CVs of two key personnel.

As per the conditions of **RFP section-2 3.7 ix (b)** under Requirement for submission of CVs, *"if any information is found incorrect, at any stage, action including termination and debarment from future projects upto 2 years may be taken by Employer on the personnel and the Firm."*

(Signature)

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Although you have informed about the fake CVs of two key personnel but it is your sole responsibility to ensure the correctness of CV/documents while submitting the bids as conditions of RFP was circulated before evaluation of Technical Bids and based on those documents you had turned as H1 bidder and work was awarded accordingly.

Therefore you have violated conditions of RFP and Clause 3.7(ix) (b) of section 2 of Contract Agreement which states the same.

3.5 Replacement of 06 out of 10 Key personnel

With respect to the above charge, it may be noted that the Consultancy Agreement clearly limits replacement upto 50%. However, admittedly total 06 (out of 10) replacement equal to 60% has already been done as the 6th replacement is not in accordance with the provision of Consultancy Agreement.

Thus you have violated Clause 4.5 (c) of consultancy agreement which states that, *for total replacement beyond 50% of the total of key personnel, the client may initiate action for termination/debarment of such consultants for the future projects of NHAI.*

3.6 Failure in extending the validity of additional BG (bearing no. 2263ILG006119) upto 25.05.2024.

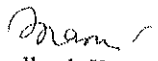
You have mentioned same reason for extending the validity of additional BG as you have given a year earlier i.e. at the time of Commencement of service which is not acceptable being unsatisfactory.

3.7 Non-performance in another project on NH-02(six Laning of Bihar/Jharkhand Border (Chordaha) to (Gorhar) Section of NH-2) and hardly visiting sites to supervise the work on NH-75 Site (4-laning from Kutchery More-Bijupara-Kuru section).

In regard to the above violation, as per the submission made by you and comments of RO-Ranchi it can be concluded that you have not supervise the work properly in other projects also in State of Jharkhand as per the contract agreement. You have not shown seriousness towards your service/duties and appears to be habitual offender not in this project but in other projects being implemented in the State of Jharkhand. Thus violating Clause 6.2 of Agreement related to Duties and Responsibilities of the Engineer.

4. In view of the above stated reason and in terms of contract agreement as approved by Competent Authority, you are hereby debarred from the bidding process to be undertaken by the NHAI in future for a period of 2 years.

Yours Sincerely


(Awadhesh Kumar)
General Manager-(T)-JH

Copy to: (i) Web admin -- for circulation to all NHAI.

(ii) Infracon -- for further necessary action

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