



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport and Highways)

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NHAI/11013/NH-24/ROB/KRIBHCO/2021/E-84195

25.04.2022

Result of Technical Evaluation

Sub: - Construction of 6-Lane ROB at Km. 314.630 over Existing NH-24 of Bareilly-Sitapur Section in the State of Uttar Pradesh for proposed private railway siding of KFL - **(Tender ID: 2021_NHAI_90949_1)**

(A) List of Non-Responsive Bidders on account of non-submission of Bid Security.
(Refer Corrigendum no. XXI dated 31.03.2022)

S. No.	Name of the Bidder	Result	Reasons
1.	Ajay Prakash Associates	Non- Responsive.	Non-submission of Bid Security
2.	Shree Karni Traders	Non- Responsive.	
3.	Brijesh Agrawal	Non- Responsive.	
4.	MM Construction	Non- Responsive.	
5.	JK Engicon Pvt. Ltd.	Non- Responsive.	
6.	Dhariwal Buildtech Limited	Non- Responsive.	
7.	R S Sharma Contractors Pvt. Ltd.	Non- Responsive.	
8.	Spacechem Enterprises	Non- Responsive.	
9.	C S Construction	Non- Responsive.	
10.	Ashok Kumar	Non- Responsive.	
11.	* Shree Manglam Buildcon (I) Pvt. Ltd.	Non- Responsive.	
12.	* DCS Limited	Non- Responsive.	
13.	Shree Associates	Non- Responsive.	
14.	Vijay Construction (India) Pvt. Ltd.	Non- Responsive.	
15.	J.K Associates	Non- Responsive.	
16.	M.M Shawl Engineers and Contractors Pvt. Ltd.	Non- Responsive.	

(B) The Evaluation of the technical bids of other Bidders, who have uploaded submission of bid security:-

S. No.	Name of the Bidder	Technical Threshold Capacity (Rs. Cr.)	One similar Major Bridge/ROB/Flyover project in the last 10 (ten) financial years preceding the Bid Due Date, having span equal to or greater than 9 meter and cost of such similar project shall be atleast 8.88 Cr. (Rs. Cr.)		Net Worth (Rs. Cr.)	Average Turn over (Rs. Cr.)	Assessed Bid Capacity (Rs. Cr.)	Result
			Length of Span (meter)	Cost of Structure (Rs. Cr.)				
1.	Mittal Brothers Engineers & Contractor	28.76	0.00	0.00	0.00	0.00	32.71	Technically Disqualified
2.	Girrajji Stone Crushers Pvt. Ltd	75.46	0.00	0.00	34.29	82.42	- 102.63	Technically Disqualified

3.	* Vishesh Infrastructure Pvt. Ltd.	44.86	40.00 meter	17.64	8.97	11.31	78.53	Non Responsive
4.	Kaluwala Construction Pvt. Ltd.	105.25	40.00 meter	20.81	18.54	87.03	19.86	Technically Disqualified

* Deposition of Tender Fee not confirmed in NHAI Account. Proof of deposition tender fee is required either in the form of Bank Statement or UTR no.

Note :- As per Clause 2.19 of RFP, the above result of technical evaluation will be displayed for 7 days. Financial bid will be opened thereafter.

Reasons for Disqualification and Non-Responsiveness

Note-1 Mittal Brothers Engineers & Contractor

1. Annex-IV has found only for project code-A, the rest of the project's Annex-IV has not been found in the submitted bid. Hence, only the project code-A has been considered for Evaluation.

2. **Technical capacity required under clause 2.2.2.2 (iii):For Stand-alone specialized projects: Major Bridges/ROB/Flyovers projects:** In case the cost of specialized project is less than or equal to Rs. 1,000 Cr: The sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall have completed atleast one similar Major Bridge/ROB/Flyover project in the last 10 (ten) financial years preceding the Bid Due Date, having span equal to or greater than 9 meter (50% of the longest span) of the structure proposed in this project and also the cost of such similar project shall be atleast 20% of the Estimated Project Cost. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than 20% of the Estimated Project Cost. **The client certificate for above technical capacity (with mentioning length of Span of Major Bridge/ROB/Flyover with project cost) is not found in the bid submitted by the bidder.**

3. Methodology adopted for calculating net worth conforms to the provisions of this Clause 2.2.2.9 (ii) duly certified from the statutory auditor of the bidder (based on Audited Annual Reports) is not found in the submitted bid. Further, Statutory Auditor Certificate provided in support of Net Worth does not mentioned the UDIN. The SA is required to ensure that the UDIN is generated for the same. The bidder has provided Consolidated Financial statement for FY 2019-20 & 2020-21. Bidder has submitted Consolidated Financial statement for FY 2019-20 & 2020-21. However, Standalone Financial statement is required as per RFP. (Hence, we have not evaluated the Net worth and Turnover of the bidder)

4. The bidder has not mentioned the name of one of independent external monitor i.e. Mr. Animesh Chauhan at point no.1 of Article 8 of Integrity Pact.

5. Certificate from the Statutory Auditor or Cost Auditor of the Company (in case of Companies) or from a practicing Cost Accountant or practicing Chartered Accountant (in respect of Suppliers other than Companies) for local content as per clause 1.2.10 of RFP have not been found in the submission made by the Bidder.

6. Following discrepancies found in the Bid Capacity:

- a) Bidder has submitted the Annex-VI (Value of A, B & C) duly certified by Chartered Accountant. However, the Chartered Accountant has not generated UDIN for the same, which is mandatory w.e.f. 01.07.2019.
- b) Last para below the table of Value of B, the bidder has not filled the name of Bidder.
- c) The bidder has submitted the certificates in support Value of B, however, the certificates are not countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer (required as per RFP). Hence, full contract value has been considered for calculating bid capacity. Thereafter, considering full contract value, the bidder is not meeting the minimum required bid capacity as per clause 2.2.2.1 of RFP

7. Following discrepancies found in the Bid Security:

a) At point no. 4

This Guarantee shall be irrevocable and remain in full force for a period of **9 (nine) months from the date of issuance of this bank guarantee inclusive of claim period of 0 (zero)** days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

The underline portion is not in format prescribed in RFP. However, the Bank Guarantee should be strictly as per the format prescribed in the RFP.

b) At point no. 9 & 14

The bidder has mentioned the BG is operatable at 2/9, vivek khand-2, Gomti Nagar, Lucknow branch. instead of New Delhi. However, the Bank Guarantee should be strictly as per the format prescribed in the RFP.

c) Point no.15

The bidder has omitted the point no. 15. However, the Bank Guarantee should be strictly as per the format prescribed in the RFP..

d) Notwithstanding clause below point no. 15

The bidder has inserted extra points in notwithstanding clause. However, the Bank Guarantee should be strictly as per the format prescribed in the RFP.

Note-2 Girrajji Stone Crushers Pvt. Ltd

1. **Technical capacity required under clause 2.2.2.2 (iii) For Stand-alone specialized projects: Major Bridges/ROB/Flyovers projects:** In case the cost of specialized project is less than or equal to Rs. 1,000 Cr: The sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall have completed atleast one similar Major Bridge/ROB/Flyover project in the last 10 (ten) financial years preceding the Bid Due Date, having span equal to or greater than 9 meter (50% of the longest span) of the structure proposed in this project and also the cost of such similar project shall be atleast 20% of the Estimated Project Cost. For this purpose, a project shall be considered to be completed, if more than 90% of the value of work has been completed and such completed value of work is equal to or more than 20% of the Estimated Project Cost. **The client certificate for above technical capacity (with mentioning length of Span of Major Bridge/ROB/Flyover with project cost) is not found in the bid submitted by the bidder.**

2. **Bid Capacity-**In respect of certificates in support of Value of B- Some of the certificates are illegible and some of the certificates are not provided by the bidder. Hence, full contract value has been considered for calculating bid capacity. Thereafter, considering full contract value, the bidder is not meeting the minimum required bid capacity as per clause 2.2.2.1 of RFP.

3. Bidder has submitted the Board Resolution dated 17.11.2021, however, the same is in favor of Mr. Sunil K. Agarwal, i.e. the Authorized Signatory instead of the Executor i.e. Neeti Agarwal. Please clarify how Ms. Neeti Agarwal is authorized to execute the POA in favor Mr. Mr. Sunil K. Agarwal on or before 17.11.2021 through some supporting documents.

4. BIMS acknowledgement has not been found in the submitted bid.

Note-3 Vishesh Infrastructure Pvt. Ltd.

1. Appendix-VI (Integrity Pact)-Point no. 1 Article -4 of Integrity pact is not as per prescribed format in RFP/Corrigendum.

2. Bidder has not mentioned the Name & Address of the Bankers, which is required as per provision of RFP.

3. **Bid Capacity-** It has been observed that certification for value of B provided by Statutory Auditor of the Bidder is dated 22.03.2022, whereas the Bid Due Date of the Project is 07.04.2022 Bidder needs to confirm that 'No any additional ongoing projects left as on Bid Due Date' (including the date of signing of certificate by Auditor to Bid Due Date).

4. **Appendix-II (Bank Guarantee)-** At point no. 1 the bidder has mentioned RFP document dated 22.11.2021 instead of 08.10.2021.

Note-4 Kaluwala Construction Pvt. Ltd.

1. **Bid Capacity-**Certificate in support of project no.1 of Value of B table is not countersigned by the Client or its Engineer-in-charge not below the rank of Executive Engineer. Hence, full contract value has been considered for calculating bid capacity. Thereafter, considering full contract value, the bidder is not meeting the minimum required bid capacity as per clause 2.2.2.1 of RFP.

2. Following Discrepancies found in the Bid Security:

a) **Point no.1 of Bank Guarantee** *"In consideration of you, National Highways Authority of India, having its office at G-5 & 6, Sector 10, Dwarka, New Delhi - 110075, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of Kaluwala Construction Private Limited and having its registered office at H.No.49 Vijay Nagar Bhiwani Haryana-127021 (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the Construction of 6-Lane ROB at Km. 314.630 over Existing NH-24 of Bareilly-Sitapur section on EPC basis in the state of Uttar Pradesh for proposed private railway siding of KFL (hereinafter referred to as "the Project") pursuant to the RFP Document dated **18.10.2021** issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as "Bidding Documents"), we Kotak Mahindra Bank Ltd., incorporated under the provisions of the Indian Companies Act 1956, having our registered office at 27BKC, C27, G Block, Bandra Kurla Complex (East) Mumbai-400051 and among the other things a branch office located at Kotak Mahindra Bank Limited, Pankaj Arcade, 16 Sec-5, Dwarka at New Delhi-110075 (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in*

terms of Clause 1.2.4 read with Clause 2.20.1 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. 44.00 Lakh (Rupees Forty Four Lakh only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, **(RESTRICTED TO NATIONAL HIGHWAY AUTHORITY OF INDIA)**, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents."

The date of RFP Documents mentioned as 18.10.2021 instead of 08.10.2021, further, the bidder has additionally added the line in in bold portion. However, the Bank Guarantee should be strictly as per the format prescribed in the RFP.

b) **Point no. 3 of Bank Guarantee-** We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, **(RESTRICTED TO NATIONAL HIGHWAY AUTHORITY OF INDIA)**, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **Rs. 44.00 Lakh (Rupees Forty Four Lakh only)**.

The bidder has additionally added the line in bold portion. However, the Bank Guarantee should be strictly as per the format prescribed in the RFP.