

National Highways Authority of India
(Madhya Pradesh Division)
G - 5 & 6, Sector-10, Dwarka, New Delhi - 110075

Date: 15.03.2022

To,

All bidders,

Sub: Four Lanning of Ratapani Stretch from Km. 8.300 to Km. 20.680 (length 12.380 Km.) of Obedullaganj - Itarsi section of NH-46 (Old NH-69) in the state of Madhya Pradesh on EPC Mode - **Result of Technical Evaluation - Reg.**

Sir,

Please refer to your bid for the subject project submitted online on 03.03.2022. The result of Technical Evaluation as per clause 2.19 of the RFP is as under:

S. N.	Name of the Bidder	Type of Bidder (Single Entity/JV)	Responsive /Non-responsive	Reason for Disqualification/ Provisionally Qualified
1	Bansal Construction Works Pvt. Ltd.	Sole	Qualified	NIL
2	Hillways Construction Company Pvt Ltd.- Ravi Infrabuild Projects Pvt. Ltd. JV	JV	Conditionally Qualified	The bidder has been considered conditionally qualified subject to the submission of the following documents: - Certificate of Incorporation of Hillways Construction Company Private Limited. - Correction in Annex-I w.r.t the name of the Bidder above the table of point 5 (d) as Hillways Construction Company Private Limited" Lead Member instead of Hillways Construction Company Private Limited Other member; - Correction in last para of value of B of Annex-VI, Bid Capacity of both the members duly certified by their Statutory Auditors; - An amendment w.r.t the following observations in Appendix-II, the Bank Guarantee for Bid Security: - In point 1, the line "(and acting on behalf of its JV)" has not been mentioned and the only Lead member name mentioned instead of JV in the line, <i>"In.....receive the BID of and having its registered office at (and acting on behalf of its JV) (hereinafter referred to as the "Bidder" which...."</i> - The following two paras mentioned at the end of Bank Guarantee seems to be contradictory: <i>"3. Further a claim period of Nil from the expiry date of Bank Guarantee is available to make a demand under this Bank Guarantee. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before Nil."</i> <i>4- At the end of expiry of the validity period, unless an action to enforce the claim under this guarantee is initiated before the Court or Tribunal on or before Nil Months after the expiry of the validity period, all your rights under this bank guarantee shall stand extinguished and we shall be relieved and discharged from all our liabilities and obligations under this Bank Guarantee irrespective of return of original Bank Guarantee."</i>



				e. An amendment to Power of Attorney on the Stamp Paper w.r.t the following observation: <i>"Power of Attorney submitted by the Bidder Mr. Amit Sharma has been appointed as attorney holder. However, the same has been accepted by Mr. Ajay Sharma and Mr. Ujjwal Sharma and executed by Mr. Ajay Sharma."</i>
3	M.S. Khurana Engineering Ltd.	Sole	Conditionally Qualified	The bidder has been considered conditionally qualified subject to the submission of the following documents: i. Correction w.r.t the Annex-I in table below para 7b of Annex-I; ii. An amendment w.r.t the following observation in Appendix-II, the Bank Guarantee for Bid Security: The following two paras mentioned at the end of Bank Guarantee seems to be contradictory: <i>"iii. We Further a claim period of zero days from the expiry date of the Bank Guarantee is available to make a demand under this bank guarantee. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before 01-09-2022."</i> <i>iv) At the end of expiry of the validity period, unless an action to enforce the claim under this guarantee is initiated before the Court or Tribunal on or before 12 months after the expiry of the validity period, all your rights under this Bank Guarantee shall stand extinguished and we shall be relived and discharged from all our liabilities and obligations under this bank guarantee irrespective of receipt of original Bank Guarantee."</i>
4	PD Agrawal Infrastructure Limited	Sole	Conditionally Qualified	The bidder has been considered conditionally qualified subject to the submission of the following documents: i. An amendment w.r.t the following observations in Appendix-II, the Bank Guarantee for Bid Security: a. Appendix II: Point 4: the para <i>"This Guarantee shall be irrevocable and remain in full force till 01-Oct-2022 for a period of 210 (two hundred and ten) days from the BID Due Date inclusive of a claim period of 365 (Three sixty Five) days or for such....."</i> has been mentioned Instead of <i>"This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the BID Due Date inclusive of a claim period of 60 (sixty) days or for such....."</i> b. In point 8, extra line "However, such notice shall be acknowledged by us before expiry date of the bank guarantee" has been mentioned.
5	Rudranee Infrastructure Ltd	Sole	Non-responsive in terms of the provisions of the clause 2.14.1.1 of the RFP document	The bidder is Non responsive in terms of the provisions of the clause 2.14.1.1 of the RFP Document, "DSC should be in the name of the authorized signatory as authorized in Appendix III of this RFP or person executing/delegating such Appendix III in favour of Authorized Signatory. It should be in corporate capacity (that is in Bidder capacity / in case of JV in the Lead Member capacity, as applicable). The Bidder shall submit document in support of the class III DSC. In other cases, the bid shall be considered Non-responsive."

				Further, the bidder has not submitted the compliances in 3 days time period of the following observation: i. Submission of charter document confirming the powers of Mr. Vivek Shankarrao Deshpande ii. Audit report for Financial Statements for FY 2019-20; iii. Appointment letter and Acceptance Letter of MKMN & Co. as Statutory Auditors; iv. UDIN on Statutory Auditors' Certificate of by M/s MKMN & Co. w.r.t. clause 2.11.1.
6	Shree Manglam Buildcon (I) Private Limited	Sole	Disqualified in terms of clause 2.2.2.1 of the RFP document	The bidder is not meeting the minimum bid capacity required as per the RFP Document. Hence the bidder has been disqualified w.r.t the clause 2.2.2.1 of the RFP document.
7	Shreeji Infrastructure India Pvt Ltd.	Sole	Qualified	NIL

2. If any of the bidder has any objection to the above result, the same may be conveyed to the Authority within 7 days i.e. on or before 21.03.2022 upto 5:00 PM on e- Mail ID balbiryadav@nhai.org and krbairwa@nhai.org The bidders who are conditionally responsive shall also submit the requisite documents within 7 days i.e. on or before 21.03.2022 upto 5:00 PM. The date of financial opening shall be conveyed separately.

Yours faithfully,

 15/03/22
 (Balbir Singh Yadav)
 General Manager (Tech)-MP