

Result of Technical Bids

Tender ID: 2022_NHAI_118039_1

To,

**All the Participated Bidders
(As per table below)**

Sub: Improvement and Upgradation / Construction of Spur of Muzaffarnagar connecting NH-709AD (Panipat-Shamli-Muzaffarnagar Highway) and NH-58 (New NH-334) (Meerut - Roorkee Highway) bypassing Muzaffarnagar town in the State of Uttar Pradesh under Bharatmala Pariyojna (ICR) on EPC mode.

Sir,

Please refer to your bid for the subject project submitted online on 02.08.2022. The result of Technical Evaluation as per clause 2.19 of the RFP is as under:

S. No	Applicant	Responsive / Non-Responsive	Remarks/Reasons
1	M/s. PS Constructions - Jainco Enterprises Private Limited (JV)	Non-Responsive	Lead Member of JV is unable to meet the criteria defined as per clause 2.2.2.4(i) of RFP and the same may be treated as Non-Responsive.
2	M/s. SRSC Infra Private Limited - MCCMahadeo Constructions Private Limited (JV)	Responsive	The bidder may be treated as Responsive based on NHAI Policy Circular No. 16.16/2022 dated 11.11.2022 stating that in case any Show Cause Notice related to debarment has been issued to any bidder, this should not be considered as a reason to halt the bidding process.
3	M/s. AB Infrazone Private Limited - Shri Krishna and Company (JV)	Responsive	
4	M/s. NSC Projects Private Limited	Responsive	
5	M/s. Girrajji Stone Crushers Private Limited - Creative Minerals (India) Private Limited (JV)	Non-Responsive	Other Member of JV is unable to meet the criteria defined as per clause 2.2.2.4(i) of RFP and the same may be treated as Non-Responsive.
6	M/s. Kaluwala Construction Private Limited	Responsive	
7	M/s. JSP Projects Private Limited	Disqualified	Bidder may be considered as disqualified based on Office Memorandum dated 04.11.2022 issued by Bharatmala Division.
8	M/s. Kanti Prashad Mittal - Ashok Kumar (JV)	Responsive	

9	M/s. Prabhu Nath Prasad Thekedar - PBC Infrastructure India Private Limited (JV)	Responsive	
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2. Financial Bid of the above-mentioned technically responsive/eligible bidders shall be opened after display of result of Technical Evaluation on the web portal for 7 days (i.e., till **17.11.2022**) as per Clause 2.19 of RFP. After which, Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any BID.

Yours faithfully,

(Arun Jagga)

General Manager (Tech)-UP(W)



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

National Highways Authority of India

(Ministry of Road Transport and Highways, Government of India)

जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075 • G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष/Phone : 91-11-25074100 / 25074200



By email / Speed post

NHAI/CBI/UP/B-S/2022/E- 168447/44

Date : 19.09.2022

To,

The Authorized Representative

M/s SRSC Infra Pvt. Ltd. in J.V with M/s Rajinder Infrastructure Pvt. Ltd.

AA-12, Chandanvan, Mathura – Uttar Pradesh -281001

Sub : Show Cause Notice: Violation of the conditions of Article 2 of Integrity Pact of the contract agreement signed between NHAI and M/s SRSC Infra Pvt. Ltd. in J.V with M/s Rajinder Infrastructure Pvt. Ltd.

Kind Attn.: Shri S.K.Garg, CEO

Dear Sir,

1. This is to bring to your kind attention that M/s SRSC Infra Pvt. Ltd. in J.V with M/s Rajinder Infrastructure Pvt. Ltd. was awarded the work of "Construction of Balance work of "Two laning with paved shoulders of Sitarganj-Bareilly section of NH-74 (New NH-30) from Km. 254.820 to Km. 329.280 in the State of UP & Uttarakhand on Percentage rate mode under NHDP Phase -IV", vide NHAI, HQ LOA letter no. 45012/2/2020-UP(W)/279 dated 29.12.2020.
2. Subsequently the contract agreement with M/s SRSC Infra Pvt. Ltd. in J.V with M/s Rajinder Infrastructure Pvt. Ltd. was signed on 03.03.2021. The Integrity Pact ("IP") was also signed as part of the contract Agreement.
3. The extract of Article-3 of IP states that "If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s) for any future tenders/ contract award process.
4. It is pertinent to mention that Article 2 of the IP provides for the commitment of the Bidder/ Contractor/ Concessionaire and the relevant part is reproduced herein:

"The Bidder(s)/ Contractor(s)/ Concessionaire(s) Consultant(s) will not directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract"
5. Recently, it has come to the notice of the Authority that CBI has filed FIR No. RC 216 2022 A 0012 dated 10.09.2022 by CBI, AC-I, New Delhi on the ground of Criminal Conspiracy, bribing a public servant, Bribing a Public Servant by commercial organization etc. after raiding your offices at various places. The said case has been registered against the Directors of M/s SRSC Infra Pvt. Ltd., an employee of M/s SRSC Infra Pvt. Ltd., M/s Voyant

Pg 1 of 2

Solutions Pvt. Ltd., RE of M/s Voyant Solutions Pvt.Ltd. (Consultant to NHAI) under Section 120-B IPC read with section 7,8,9,10 & 12 of PC Act 1988 (as amended in 2018)

6. In light of the above facts and circumstances, it appears that M/s SRSC Infra Pvt. Ltd. in J.V with M/s Rajinder Infrastructure Pvt. Ltd. has committed a transgression through a violation of the conditions of Article 2 of the IP and is thus liable to be excluded including blacklisting for any future tenders/contract in terms of Article 3 (2) of IP.
7. Moreover, it is also important to highlight that **Rule 151 (iii) of General Financial Rules ("GFR") 2017** provides that a procuring entity may debar a bidder or any of its successor, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity and any other action as per the provisions of Contract Agreement.
8. It is an open secret that FIR against you and your JV Partner by CBI was filed on 10.09.2022 but no official communication/explanation has till now reached the Authority regarding the said raids and FIR when transparency is the essence of Integrity Pact or in fact, any project relating to public procurement.
9. Further to above, this also attracts Termination under the provision of Clause 15.2 (f) of Contract Agreement which stipulates that *"the Employer shall be entitled to terminate the contract if a contractor gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward: (i) for doing or for bearing to do any action in relation to the contract, or for showing or for bearing to show favour or disfavor to any person in relation to the Contractor"*. In this case Authority may be notice terminate the contract immediately.
10. In view of the ongoing circumstances (arrests, raids, CBI FIR), it prima facie appears to the Authority that your reliability and credibility into question and is liable to be proceeded with the actions envisaged under Article 3 (2) of the IP OM dated 18.08.2022 and GFR 2017. However, before taking any action and in order to comply with the principles of natural justice, we hereby issue a Show Cause Notice to you to explain that why for the above transgression, NHAI should not take action against M/s SRSC Infra Pvt. Ltd. in J.V with M/s Rajinder Infrastructure Pvt. Ltd. as per Article 3(2) of IP and GFR 2017.and terminate the contract as per Clause 15.2 of the Contract Agreement.
11. Your written reply in the matter should be received within 7 days of issuance of this letter i.e. on or before 26.09.2022. In case, no response is received by the said date it will be presumed that you don't have to say anything in the matter and Authority will take decision on the basis of merits of the available facts in this regard.
12. This is without prejudice to any other rights and remedies that Authority may have in the law and contract.



(Arun Jagga)
General Manager (UP-West)

Copy for information to :

- a) RO UP West
- b) PD, PIU-Bareilly

Pg 2 of 2