



**OFFICE OF THE EXECUTIVE ENGINEER
NATIONAL HIGHWAY DIVISION M.P. PUBLIC
WORK DEPARTMENT INDORE**



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Memo No.2873/SAC/2025-26

Indore, Dated: 05.11.2025

Office Memorandum

To,

All the bidders,

Sub.:- Upgradation & construction of Multai to MP-MH Border Road section of NH-347A from Design Chainage 0.000 to 23.94 Km (Total length 23.94 km) to two Lane with paved shoulder configuration along with one time improvement in 5.80 km length in the State of Madhya Pradesh on EPC Mode. **Reg. Result of technical evaluation.**

Tender ID: 2025_MoRTH_842986_1

Tender Ref No: 12/SAC/Tender/NH/2024-25

In reference to the bids submitted regarding the subject project, after deliberation on the representation submitted by bidders by evaluation committee as per criteria stipulated in the RFP, the revised technical evaluation result is as follows:

2. The technically non-responsive bidders were thereby given seven days time from the issue of the said letter to represent, if any, against their technical non-responsiveness. In response to which 01 (one) Bidder namely, Shree Girrajjee Infra Heights Private Limited, Other Member of the Joint Venture, namely, "CSC-SGI JV" submitted its representation/response. The said Bidder namely, "CSC-SGI JV" was declared ineligible on account of following:

02 (two) Bidders namely, SGIPHL-RCPL (JV) and CSC-SGI JV were declared ineligible as per Clause 2.1.1 of RFP.

- The Bidder namely, SGIPHL-RCPL (JV) is a Joint Venture of Shree Girrajjee Infra Heights Private Limited (Lead Member with 80% Share) and Ramiya Constructions Private Limited (Other Member with 20% Share).
- Similarly, the Bidder namely, CSC-SGI JV is a Joint Venture of C S Construction Company Private Limited (Lead Member with 51% share) and Shree Girrajjee Infra Heights Private Limited (Other Member with 49% Share).

On perusal of above, it is clear that the Entity namely, Shree Girrajjee Infra Heights Private Limited is a Member in 02 (two) different Joint Ventures participating in the subject tender. Accordingly, by virtue of Clause 2.1.1 of RFP both the following Joint Ventures participated in the RFP are declared ineligible/disqualified:

S. No.	Name of Bidder
1.	SGIPHL-RCPL (JV)
2.	CSC-SGI JV

In response to which 01 (one) Bidder namely, Shree Girrajjee Infra Heights Private Limited, Other Member of the Joint Venture, namely, "CSC-SGI JV" submitted its representation/response.

4. It was apprised to the Technical Evaluation Committee that the qualification status of the Bidder, namely, CSC-SGI JV as recorded in the previous evaluation report dated 12th August 2025, remains unaffected and continues to be upheld. The relevant extract of report on representation of the Financial Consultant bearing Ref. No.: PARY/MORTH/MPPWD/2025-26/003 dated 06.10.2025 are furnished below:

CSC-SGI JV:

S. No.	Reply Representation submitted by the Bidder	Remarks of Financial Consultant
1.	Short summary of facts (chronology): - SGIHPL uploaded a bid under the name SGIHPL RCPL (JV) on 15-Apr-2025 on the e-procurement portal. - Subsequently, due to a change in internal management decision and capacity constraints of our then-proposed JV partner RCPL, SGIHPL decided not to proceed with the JV with RCPL and instead to submit a bid with CS Constructions Company Pvt. Ltd., Delhi (CS Constructions) as Lead Member. - Before the technical bid opening date/time (Technical Opening: 23-May-2025 at 12:30 PM), SGIHPL prepared and submitted a formal written withdrawal letter in respect of the bid uploaded on 15-Apr-2025 (SGIHPL-RCPL (JV)), requesting withdrawal of that bid. That withdrawal communication was sent by email to the department prior to the technical opening (copy enclosed). - We attempted to withdraw the earlier uploaded bid through the e-procurement portal; however, due to a technical glitch in the portal. the online withdrawal action could not be completed. Consequently, our only practicable step to inform the department ahead of the Technical Bid opening was the written withdrawal letter/email (which was sent prior to the Technical Opening). - We did not submit (and had not completed) any hard copies of the bid documents or physically delivered any hard-copy submissions in respect of the SGIHPL-RCPL (JV) bid which, as per your tender conditions, is mandatory to be submitted in hard copy for a bid to be a complete/valid submission. - Notwithstanding the above, Technical Bid Evaluation Result appears to have treated the two bids as double bids and declared both bids non-responsive. This action, we respectfully submit, is unwarranted given that SGIHPL had effectively withdrawn the earlier JV bid (and had not completed the mandatory hard-copy submission for that earlier bid).	At the outset, it is pertinent to note that as per the letter dated 27th September 2025, the representation appears to have been submitted by Shree Girrajjee Infra Heights Private Limited (SGIHPL) on behalf of the Joint Venture (JV) titled CSC-SGI JV, wherein CS Construction Company Private Limited is designated as the Lead Member. In accordance with the Power of Attorney for Lead Member and the POA for Signing of Bid, it is the exclusive or prerogative and responsibility of the Lead Member CS Construction Company Private Limited to furnish any representation, clarification, correspondence pertaining to the bid. Such submissions must be duly executed under the signature of the Authorized Signatory of the Bid, as mandated by the RFP. Contrary to this procedural requirement, the representation has been submitted by the Other Member of the JV, i.e., SGIHPL, without the signature or authorization of the Lead Member's Authorized signatory. Despite the above infirmity and without prejudice to the procedural non-compliance, we have proceeded to review the contents the representation in good faith and in the interest of procedural fairness and our remarks are furnished herein below. of Upon careful examination of the representation submitted by SGIHPL, we wish to draw your kind attention to the relevant provisions of the Request for Proposal (RFP), specifically Clause 2.14.3, which governs the modification, substitution, and withdrawal of bids: Modifications/A. Clause 2.14.3 Substitution/ Withdrawal of Bids: 2.14.3.2 For modification of e-BID, Bidder has to detach its old BID from e-procurement portal and upload /resubmit digitally signed modified BID. For withdrawal of BID, Bidder has to click on withdrawal icon at e procurement portal and can withdraw its e-BID. Before withdrawal of a BID, it may specifically be noted that after withdrawal of a BID for any reason, Bidder cannot re-submit e-BID again."

S. No.	Reply Representation submitted by the Bidder	Remarks of Financial Consultant
	A. Withdrawal communicated before technical opening/no hard copies submitted It is a well-established principle of procurement law that the tendering authority must act fairly and reasonably and apply its own tender terms consistently. In our case: (1) our withdrawal letter was sent by email before technical opening, and (ii) the earlier bid's process was Incomplete for want of mandatory hard-copy submissions (which we never provided). Taken together, these facts show that the SGIIPL-RCPL (JV) bid was effectively withdrawn and/or not completed per tender requirements. To treat such a withdrawn/incomplete bid as a live competing bid and to automatically exclude our valid alternative bid would be harsh and contrary to principles of natural justice and proportionality. B. Requirement of showing cause and opportunity punitive/legal consequence follows where If the department is to treat a bidder as having Violated Clause 2.1.1 and impose the grave consequence of disqualification or forfeiture (or effectively treat both bids as non-responsive), natural justice requires that (i) the bidder be put to specific notice of the alleged breach and (ii) be afforded an opportunity to be heard before any penal steps are taken. Courts have emphasized that when a major punitive action (such as disqualification) is proposed, a specific show-cause notice stating the proposed penalty and the grounds for it must be issued so the affected party can meaningfully respond. The Delhi High Court has by recent decisions reiterated that a show-cause notice must indicate both the material grounds and the particular penalty sought to be imposed to meet fairness the requirements proportionality. of and C. bids Multiple bids vs withdrawn/incomplete are Intended to Tender clauses which prohibit multiple bid submissions prevent manipulation, collusion, or a single economic entity from gaining an unfair advantage by submitting multiple competing offers. However, such clauses should not be interpreted rigidly to penalize a bona fide withdrawal communicated prior to bid opening, especially where the earlier bid was not completed (e.g., mandatory hard copies not submitted), and where the withdrawal was due to a bona fide change in partnership arrangement. Case law and procurement practice recognize that not all instances of multiple names appearing in records necessarily evidence an attempt to submit multiple competitive bids context matters, and the tendering authority must consider chronology, communications, and completeness of submissions before reaching a final punitive (See general procurement commentary and Judicial decisions on tender fairness and proportionality). outcome.	B. Non-Compliance with Withdrawal Procedure It is unequivocally established under Clause 2.14.3.2 of the RFP that withdrawal of a bid must be effected exclusively through the e-procurement portal by activating the designated withdrawal functionality. In the Instant case, Shree Girrajee Infra Heights Private Limited (SGIHPL) did not initiate or complete the withdrawal of its bid titled SGIPHL-RCPL (JV) via prescribed portal mechanism. the In this regard, the Bidder has contended that the failure to withdraw was attributable to a technical glitch in the e-procurement portal. However, it is pertinent to note that the alleged technical glitch remains unsubstantiated, as no documentary evidence, system-generated error logs, or official communication from the portal administrator has been furnished by the Bidder corroborate this claim. to The RFP places the onus of bid withdrawal exclusively upon the Bidder, Irrespective of any technical impediments, and does not provide for any exception or waiver in this regard. In the absence of a formal withdrawal action on the portal, the bid remained valid and visible as on the Bid Due Date. Consequently, both bids namely SGIPHL-RCPL (JV) and CSC-SGI JV remained active and visible on the e-procurement portal as on the Bid Due Date. C. Irrelevance of Physical Document Submission: The Bidder's assertion that physical documents pertaining to SGIPHL-RCPL (JV) were not submitted is immaterial in the context of bid withdrawal. The RFP does not recognize non submission of physical documents as a valid substitute for formal withdrawal. The obligation to withdraw a bid, electronically, rests solely on the Bidder and must be discharged through the portal in accordance with Clause 2.14.3.2. D. Submission of more than 1 Bid and Resultant Disqualification: As both bids were present on the portal on the Bid Due Date, it is conclusively established that SGIHPL constituent member of two distinct Joint Ventures and was in more than one Ventures participating in the same tender. This constitutes a direct contravention of Clause 2.1.1 of the RFP, which prohibits participation. Accordingly, both Joint Ventures are declared ineligible i.e. 1. SGIPHL-RCPL (JV) 2. CSC-SGI JV

S. No.	Reply Representation submitted by the Bidder	Remarks of Financial Consultant
	8. Conclusion (respectful appeal) We sincerely request your kind consideration of this representation in the interest of fairness, transparency and procurement efficiency. Given that we attempted a timely withdrawal and did not furnish mandatory physical documents for the earlier bid, treating both our bids as disqualified on the ground of double bidding would be unduly punitive and inconsistent with principles of natural justice and proportionality as enunciated by the courts. We therefore most respectfully request that the department: 1. Accept our prior withdrawal of the SGIHPL-RCPL (JV) bid (email signed letter enclosed), and 2 Allow the evaluation of our bona fide and complete bid submitted with CS Constructions Company Pvt. Ltd., Delhi.	In the view of the foregoing, qualification status of the Bidder, as recorded in our previous evaluation report dated 12th August 2025, remains unaffected and continues to be upheld. On perusal of above, it was clear that the Entity namely, Shree Girrajee Infra Heights Private Limited is a Member in 02 (two) different Joint Ventures participating in the subject tender. Accordingly, by virtue of Clause 2.1.1 of RFP both the following Joint Ventures participated in the RFP are declared ineligible/disqualified. 4.2 The Committee has not received any representations from the following Bidders. Accordingly, they remain Technically Non-Responsive:- 1. M/s RSJ-SRIPL (JV) (Joint Venture of M/s. Ravi Shankar Jaiswal and Shree Rajaram Infratech Private Limited) 2. M/s. Niyati Construction Co. 3. PDAIL-SCC-JV-Multai (Joint Venture of PD Agrawal Infrastructure Limited and Saran Construction Company 4. SGIPHL-RCPL (JV of Shree Girrajee infra Heights Pvt Ltd and Ramiya Construcion Pvt. Lid.) 5. M/s. Rajlaxmi Constructions and M/s. Raising & Company (JV) 6. GCPL-GRTCPL (JV) (Joint Venture of Godec Constuction Pvt. Ltd. and Gour Road Tar Coat Pvt. Ltd.) 7. M/s. Hari Ram Godara Road Construcion (Joint Venture of M/s. Hari Ram Godaru and Kadhakishan Infra Developers Pvt. Ltd.) 8. CSC-SGI JV (Joint Venture of CS Construction company Pvt. Ltd. and Shree Girrajee Infra Height Pvt. Ltd.) 9. M/s. Mayashool Ventures Limited 5. Accordingly, the Committee recommended the following twenty-one (21) bidders as Technically responsive for opening of their financial bids also ask from them to submit the bid capacity status

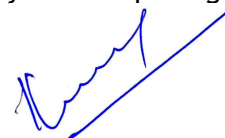
5. Keeping in view the aforesaid, it was clear that the Entity namely, Shree Girrajee Infra Heights Private Limited is a Member in 02 (two) different Joint Ventures participating in the subject tender. This was also noted by the Screening Committee that withdrawal of bid may only be treated if done online on the portal. Moreover, written withdrawal letter dated 23.05.2025 was submitted after the bid due date (21.05.2025). Accordingly, by virtue of Clause 2.1.1 of RFP both the Joint Ventures [i.e., SGIPHL-RCPL (JV) and CSC-SGI JV] participating in the RFP are declared ineligible/disqualified.

6. The Technical Committee confirmed that no representations were received from other Nine (09) non-responsive bidders.

7. Accordingly, the Screening Committee reviewed the recommendation of Technical Evaluation Committee and agreed with their recommendation for treating following twenty-one (21) bidders as technically responsive for opening of their financial bids. The Screening Committee also directs to ask responsive bidders to submit the bid capacity status updated as on date before the date of opening of financial bid of the said project as per Note 4 to clause 2.2.2.1 of RFP:-

- (i) AIPL-SJIPL (JV)
- (ii) Jeet Asia Private Limited
- (iii) Rajender Singh Kiledar Constructions Private Limited
- (iv) Mehta Construction Company
- (v) M/s. Kanhaiya Lal Agrawal
- (vi) NSCPL CSR JV
- (vii) Shreeji Infrastructure India Private Limited
- (viii) M/s. Durga Construction Company
- (ix) LNA Infra Projects Private Limited
- (x) BRNIPL-SIPL JV
- (xi) Khalatkar Construction Private Limited
- (xii) MEHUL-KECL JV
- (xiii) SEC Buildtech Private Limited
- (xiv) DIPL-I9FPL (JV)
- (xv) MMK-HALDHAR "JV"
- (xvi) AGDPL SSB JV
- (xvii) B.R. Goyal Infrastructure Limited
- (xviii) A.K. Shivhare Infrastructure Private Limited
- (xix) Kaluwala Construction Private Limited
- (xx) M. S. Infraengineers Private Limited
- (xxi) Sunny Infraprojects Private Limited

2. The bid shall be valid for 120 days after the bid due date. As per your submission, the validity of the Bid to be expired. Therefore, it is requested to extend the validity period of bid till 30.11.2025 to take care of any likely possibility of delay in process of award of contract.
3. The Technically responsive bidders are requested, kindly submit updated bid capacity before opening of financial bid as per contract agreement.



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