



सत्यमेव जयते

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)

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No.: NHAI/PIU-ASR/Asr-TarnTaran-HarikeSection/2024 (e-247768)

Date: 04.07.2025

To

All Bidders

Sub: Operation & Maintenance of Amritsar-Tarn Taran-Harike Section from km 112.575 to km 168.400 of NH-54 including Harike Bypass in the State of Punjab (L= 55.825 Km) on Performance Based Maintenance Contract (PBMC) Mode [Tender ID: 2025_NHAI_224591_1] - Result of Technical Evaluation & Opening of Financial Bids - Reg.

Ref.: (i) Your BID for the subject work (Bid Due Date: 14.05.2025)
(ii) T/o letter of even no. dated 18.06.2025
(iii) Representation received from Bidders

Sir,

With reference to above pertaining to the subject matter, the result of Technical Evaluation after considering representation of bidders is as under:

S. No.	Name of the Bidder	Status	Remarks
1	M/s. Satish Aggarwal and Co. Mukerian JV with M/s. Satish Aggarwal and Co. Amritsar	Responsive	No change
2	M/s. Shivam Construction Company	Non-Responsive	No change (No representation received)
3	M/s. Jagson Constructions Limited	Non-Responsive	No change (No representation received)
4	M/s. Gaaneshkartikey Construction Private Limited	Non-Responsive	No change even after examining the Representation ***
5	M/s. Suraj Construction Company	Responsive	No change
6	M/s. JBCO Infratech Private Limited JV with M/s. Dhingra Brother (India)	Non-Responsive	No change even after examining the Representation ***
7	M/s. Gurbachan Singh Constructions Private Limited	Responsive	No change

*** Refer Annexure-I for the comments on the bidder's representation.

2. All the Responsive bidders are requested to submit updated bid capacity as per Annexure-VI of Appendix-IA of RFP as on 03.07.2025, latest by 04.07.2025 (01:00 PM). The bidders shall ensure that the updated Bid Capacity shall also cover all the works for which the bidder has emerged as winner of the bid as on the day before opening of financial bids from the date till which the bid capacity was given in its Technical bids along with the certification from their Statutory Auditor (as per note 4 of clause 4.2 of RFP).

3. The financial bids of the Responsive bidders shall be opened on 04.07.2025 at 05:00 PM at Training Room, Ground Floor, NHAI HQ subject to submission of updated bid capacity, failing which appropriate action may be taken as per RFP. The bidders may also depute their representatives with proper authorization letter for attending the same, if interested.

Yours faithfully,

(Rupesh Kumar Srivastava)
General Manager (Tech.) - PB

Encls.: As above

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Annexure-I

A. Comments on Representation Made by M/s. Gaaneshkartikey Construction Private Limited:

- In the bid submitted by the Bidder, it has proposed the CV of Mr. Hitender Kumar for the designation of Project Manager. As per the information provided in the bid, Mr. Hitender Kumar has obtained the Degree in B. Tech Civil from Karnataka State Open University in year 2013-14.
 - As per the information available in the public domain, it is observed that Karnataka State Open University was not recognized from AICTE (All India Council for Technical Education) for Technical Education in the year 2013-14. Thus, as the KSOU was not recognized with AICTE in the year 2013-14, the degree obtained by the proposed key personnel cannot be considered.
 - Also, the Bidder vide its clarification letter dated 09.06.2025, has submitted additional CV of Mr. Gaurav Rana. However, the Bidder has not submitted the same in the original bid submitted by the Bidder. Hence, the CV submitted in the clarification is an additional document and it cannot be considered.
 - In the representation letter dated 23.06.2025, submitted by the bidder, it has referred to the GCC (General Contract Agreement) clause 9 stating that "The Engineer will approve any proposed replacement of technical personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel stated in the Contract Data". However, the GCC clause 9 is only valid after the award of the project and the same cannot be considered during evaluation stage.
 - In its representation, the Bidder has again submitted a new CV of Mr. Pawan Kumar Verma and proposed it for consideration for the designation of Project Manager. However, as per Clause 23.4 of RFP, no additional document will be entertained. Thus, the same cannot be considered.
 - Accordingly, in the view of foregoing, the CV of Mr. Hitender Kumar, as submitted in the bid is getting non responsive and it does not fulfil the requirement of Clause 4.1 j (2) of RFP. Also, the additional CVs proposed by the Bidder, cannot be considered as per RFP clause 23.4.
- Therefore, the Bidder is considered as technical non responsive as per RFP clause 4.1j(2).

B. Comments on Representation Made by M/s. JBCO Infratech Private Limited JV with M/s. Dhingra Brother (India):

- In the clarification, the Bidder has submitted the CVs of the proposed key personnels for the requisite designation along with their project names, work durations, employer's name and total experience. It has also submitted their Consent letters confirming availability of the key personnels. However, it was observed that the in the abovementioned CVs, the bidder has not mentioned the project wise duration of each project, executed by the proposed key personnels. Thus, in the absence of the information pertaining to duration of the project, the duration of the work experience of the proposed key personnel's in the Highway Construction/Maintenance works and highway Property management and maintenance works sector as required in RFP cannot be ascertained.

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➤ In view of the above the bidder is not meeting the requirement of minimum work experience of the proposed Key Personnels. Thus, the bidder is considered as non-responsive as per RFP clause 4.1j(2).

- **Vibrator Roller and Dewatering Pumps** - the bidder has referred to the Invoice as proof of ownership and the same has been considered and found acceptable.
- **Static Roller** - the bidder, has referred to the invoice however as per RFP the required capacity of the equipment should be 8/10 T. However, in the invoice submitted the capacity of the equipment is not mentioned hence not considered.
- **Tipper/Dumper Truck** - the bidder has submitted the RC wherein Tipper was showing as Goods Carrier and Open Body Truck whereas as proof of ownership RC of Tipper or Dumper Truck is required hence not considered.
- **Mini hot mix plant (6/10 T/Hr capacity)** - the bidder has referred the Invoice of the Hot Mix plant from the submitted bid to be considered whereas as per the invoice the capacity of the Mini Hot mix plant not mentioned whereas as per RFP the capacity of the Mini hot mix plant (6/10 T/Hr capacity) is required. Since the capacity of the Hot Mix plant proposed by the bidder is not mentioned therefore the Invoice submitted by the bidder is not considered.

➤ In view of the above the bidder does not have requisite machinery which fulfils the RFP criteria. Therefore, the bidder is considered as non-responsive as per RFP clause 4.1j(1).

- In its representation, the Other Member has claimed Technical Capacity of Rs 45.59 Cr and mentioned the projects for project code A to M (13 projects). In the bid submitted by the Bidder, the Other Member has claimed the Technical Capacity of Rs 61.06 Cr and had submitted project for project code A to H (8 projects).
- As per RFP clause 4.7 (c), it is mentioned that, *"the capital cost of the project should be more than 5% of the amount specified as the Estimated Project Cost the receipt of payment"*. Accordingly, the Payment receipt for the project should be more than Rs 5.61 Cr. is considered.
- The details of the projects claimed by the Other Member in the bid is as follows:

Project Code	Payment received (Rs. in Cr.)	Remarks
A	10.83 (2024-25)	As per Clause 4.7 (c), payments received for the FY 2024-25 not considered.
B	15.13 (2023-24) 3.57 (2024-25)	As per Clause 4.7 (d), the capital cost of the project should be more than 5% of the amount of EPC. Hence, Payment receipt of Rs. 3.57 Cr. shall not be considered. Thus, only Rs. 15.13 Cr. of FY 2023-24 shall be considered.
C	4.24 (2024-25)	As per Clause 4.7 (c), payments received for the FY 2024-25 not considered.
D	0.80 (2023-24)	As per Clause 4.7 (d), the capital cost of the project should be more than 5% of the amount of EPC. Hence, Payment receipt of Rs. 80 Lakhs shall not be considered
E	3.05 (2023-24) 5.21 (2024-25) 1.22 (2025-26)	As per Clause 4.7 (c), payments received for the FY 2024-25 and 2025-26 shall not be considered. And, as per Clause 4.7 (d), the capital cost of the project should be more than 5% of the amount of EPC. Hence, Payment receipt of Rs. 3.05 Cr. shall not be considered.
F	0.17 (2022-23) 0.54 (2023-24)	As per Clause 4.7 (d), the capital cost of the project should be more than 5% of the amount of EPC. Hence, Payment receipt of Rs. 71.85 Lakhs shall not be considered.
G	0.80 (2022-23) 0.25 (2023-24)	As per Clause 4.7 (d), the capital cost of the project should be more than 5% of the amount of EPC. Hence, Payment receipt of Rs. 1.05 Cr. shall not be considered.

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H	1.21 (2022-23) 0.28 (2023-24)	As per Clause 4.7 (d), the capital cost of the project should be more than 5% of the amount of EPC. Hence, Payment receipt of Rs. 1.49 Cr. shall not be considered.
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- In view of the clause 4.7(d), the payment receipt for Project Code B fulfils the RFP requirement and the projects having project Code A, C, D, E, F, G, H has receipt of payment less than 5% of the Project Cost i.e. Rs. 5.61 Cr. respectively. Thus, these projects cannot be considered for the calculation of the Technical Capacity of the Other Member.
 - Further, the Bidder vide its clarification dated 10.06.2025 had submitted the additional Projects for calculation of the Technical Capacity claiming the Technical Capacity of Rs. 45.59 Cr. However, the aforementioned documents are additional document/ projects, which cannot be considered as per RFP clause 23.4. Therefore, the technical capacity of the other member remains unchanged.
 - Accordingly, on the base of foregoing, the Technical Capacity of the Other Member is assessed as Rs 15.13 Cr. which is less than the required.
 - As per RFP clause 3.2 (c), it is mentioned that, *"the JV as a whole shall cumulatively/collectively fulfil the 100% requirement"*. Accordingly, the bidder is required to obtain the Technical capacity of **Rs. 112.19 Cr.** However, the Overall Assessed Technical Capacity of Bidder (including Technical Capacity of both Lead Member and Other Member) is calculated as **Rs. 84.15 Cr**, which is less than the minimum requisite Technical Capacity of the Bidder.
 - Thus, the Other Member is not meeting the requirement of its requisite Technical Capacity. Also, the JV Bidder is also not meeting the minimum requirement of Threshold Technical Capacity.
- Hence, the bidder is considered as Technical Non-Responsive as per RFP Clause 3.2(c), 4.3(i) and 4.5(i).

Rupesh Srinivas,