राष्ट्रीय राजमार्ग एवं अवसंरचना विकास निगम लिमिटेड
सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार
तीसरी मंजिल, पीटीआई बिल्डिंग, 4–संसद मार्ग, नई दिल्ली–110 001
National Highways & Infrastructure Development Corporation Limited
Ministry of Road Transport & Highways, Govt. of India
3rd Floor, PTI Building, 4-Parliament Street, New Delhi-110001, +91 11 2335 1282, www.nhidcl.com
CIN: U45400DL2014GOI269062
BUILDING INFRASTRUCTURE - BUILDING THE NATION
सार्वजनिक क्षेत्र का उपक्रम
A PUBLIC SECTOR UNDERTAKING

NHIDCL/Civil work/Dimapur Bypass/Nagaland/2016 **Date: 09/03/2017**

To,

M/s IL&FS Engineering and Construction Company Ltd.	**M/s Simplex Infrastructures Limited**	**M/s Madhucon Projects Limited**
M/s Gayatri Projects Limited	**M/s ECI Engineering & Construction Co. Ltd.**	**M/s Punj Lloyd Limited**

Subject: Construction of 4/6 lane pavement from Km 132.375 to Km 153.058 (Total New Alignment design Length= 20.683) of Daboka Dimapur section (Dimapur Bypass) of NH-36 & 39 in the state of Nagaland on Engineering, Procurement and Construction basis- **Opening of Financial Bids regarding**

Sir,

Please refer to your bid dated 15.02.2017 submitted towards subject cited project. The following is the list of technically responsive Bidders whose financial bids shall be opened on **16.03.2017 at 1100 hrs** in NHIDCL HQ, 3rd Floor PTI Building, 4-Parliament Street. New Delhi-110001.

SI.No	Name of the Bidder / JV	Status of eligibility
1	**M/s IL&FS Engineering and Construction Company Ltd.**	Eligible
2	**M/s Gayatri Projects Limited**	Eligible
3	**M/s Simplex Infrastructures Limited**	Eligible
4	**M/s ECI Engineering & Construction Co. Ltd.**	Eligible
5	**M/s Madhucon Projects Limited**	Eligible
6	**M/s Punj Lloyd Limited**	Eligible

2. **In case of any Representation, the same may be made latest by 14.03.2017 (1700 hrs)**

3. All the Authorized Representatives are requested to attend the opening of Financial Bids at the Scheduled date and Time.

Jha 9/03/17

A.K. Jha
DGM (Tech)

National Highways & Infrastructure Development Corporation

Minutes of Meetings of Empowered Technical Bid Evaluation Committee (ETEC) received for "Construction of 4/6 lane pavement from Km 132.375 to Km 153.058 (Total New Alignment design Length= 20.683) of Daboka Dimapur section (Dimapur Bypass) of NH-36 & 39 in the state of Nagaland on Engineering, Procurement and Construction basis" held at NHIDCL, New Delhi on 09.03.2017

1. The RFPs for the subject work was invited with bid due date as 15.02.2017 till 1100 hrs.

2. Having opened the Technical Bids on 16.02.2017 received from the following Applicants in the presence of applicant's representatives who chose to attend the RFP opening, the hard copy of the original documents along with the soft copy (as received from CPP portal) were handed over to the concerned Financial Consultants for carrying out the evaluation of the Technical Bids.

Name Of Work	Name Of bidders	Name of Financial Consultant
Construction of 4/6 lane pavement from Km 132.375 to Km 153.058 (Total New Alignment design Length= 20.683) of Daboka Dimapur section	**M/s IL&FS Engineering and Construction Company Ltd.**	M/s MKPS & Associates
	M/s Gayatri Projects Limited	
	M/s Simplex Infrastructures Limited	
	M/s ECI Engineering & Construction Co. Ltd.	
	M/s Madhucon Projects Limited	
	M/s Punj Lloyd Limited	

3. The test of Responsiveness as evaluated by the Financial Consultant in accordance with clause 3.1.6.1 of the RFP

S.No.	Particulars	ECI Engineering Construction Co.Ltd.	SIMPLEX Infrastructure Limited	Madhucon Projects Limited	GAYATsRI Projects Limited	PunjLioyd Ltd	IL & FS Engineering and Construction Company Limited
1 a	Name of Digital signature holder	Vijay Kaza	SubirBasu	Himanshu Sharma	Kulapaka Mani Raju	RajeneeshJaswal	Mr. Pradeep Kumar Bhattacharia
1b	Name of Attorney Holder (PoA)	Vijay Kaza	SubirBasu	Himanshu Sharma	Kulapaka Mani Raju	RajeneeshJaswal	Mr. Pradeep Kumar Bhattacharia
1c	Power of Attorney of Lead Member	NA	NA	NA	NA	NA	NA
1d	Power of Attorney of Other Member	NA	NA	NA	NA	NA	NA

2.	**Bid Security of Rs. 5.08 cr**	Yes, BG Verified	Yes, BG Verified	Yes, BG Verified	Yes, BG Verified	Yes, BG Verified	Yes, BG Verified
3	**Cost of RFP of Rs. 60,000/-**	Yes	Yes	Yes	Yes	Yes	Yes
4	**Is the Bid responsive ?**	Yes	Yes	Yes	No	Yes	Yes
5	**Has the applicant sufficient available bid capacity to complete this Project?**	Yes	Yes	Yes	Yes	Yes	Yes

4. The Financial Consultant in reference to RFP has considered the following Evaluation Criteria:-

S.No.	Eligibility Criteria	Amount (Rs.)
1.	Threshold Technical capacity as per the RFP	1015.36 Cr
2.	Threshold Financial capacity as per the RFP	25.38Cr
3.	At least one similar work of 25% of EPC from completed Eligible Projects in Category 1 &/or 3	126.92Cr
4	Average Annual Turnover	101.54 Cr.
5	Single Completed Project	126.92 Cr.

In Case of **Joint Venture**; following conditions must be met by the respective member.

Members of Joint Venture	Capability of JV as per clause 2.2.2.4	Technical Capacity Required as per clause 2.2.2.2(i) of RFP (Amt INR)	Financial Capacity Required as per clause 2.2.2.3 (i) of RFP (Amt INR)	Average Annual Turnover Required as per clause 2.2.2.3 (ii) of RFP (Amt INR).
Lead Member	60% of Technical & Financial Capacity	609.22 Cr	15.23Cr	60.92

Each of the Members	20% of Technical & Financial Capacity	203.07 Cr	5.08Cr	20.31

5. In the preliminary evaluation, there were certain information/clarification were required by the financial consultant to consolidate the evaluation. Accordingly, the queries were raised with the respective bidders; their reply has since been received and handed over to financial consultant. The financial consultant, M/s MKPS & Associates has submitted the Evaluation report **(Annexure-A)**. In the Evaluation report, the detail of Technical and Financial Capacity and the Bid Capacity of the Six bidders as per the report including the final outcome is as under:

S.No.	Name of the Applicant	Objervation	Reply of	Remarks
1.	**PunjLioyd Ltd**	***Bank Guarantee*** *(i)In the 5th and 10th lines of Para-1 of submitted Bank Guarnatee for Bid Security, extra word"permitted" has been written before the word "**assigns**", but this has no effect on the validity of the Bank Guarnatee.* *(ii) In the Ist line of Para -14 , the word "also" is missing between the words "shall" and" be".The missing of word "also" implies that this Guarntee shall be at the Branch, New Delhi as mentioned in Para-14 which contradicts the provisions of Para 8 and 9 of Appendix-II, Bank Guarntee for Bid security of RFP, as the branch as per , Para-14 is deemed to have been duly authorized, not solely authorized* Annex VI (BID CAPACITY) To calculate the Value of "B" Following statement is missing in submitted Annex VI certificate .... The Statement showing the value of all existing commitments, anticipated value of work to be completed in the period of construction of the project for which bid is invited and ongoing works as well as the stipulated period of completion remaining for each of the works mentioned above is verified from the certificate issued that has been countersigned by the Client or its Engineer-in-charge not below the rank	*These are minor omissions and have no material effect on the Bank Guarantee for Bid Security. The Authority may take an appropriate view.* *The applicant has submitted the required certificate as per Annex-VI*	*Applicant has submitted required clarification hence acceptable.*

		of Executive Engineer or equivalent in respect of EPC Projects **or** Concessionaire / Authorised Signatory of SPV in respect of BOT Projects. No awarded / ongoing works has been left in the aforesaid statement which has been awarded to M/s.....individually / and other member M/s ..... and M/s ....., as on bid due date of this RFP.		
2	**GAYATRI Projects Limited**	*Bank Guarantee* i)Para 5 "provided there is no order/direction from any court/tribunal arbitrator restraining us from making the payment of the guaranteed amount" condition has been added , which is not mentioned in Appendix-II *(Bank Guarantee) of RFP,* *ii) At the end of Para -8 "subject to acknowledgement by the bank" condition has been added, which is not as per RFP.* *iii) At the end of Para-14, "**subject to intimation to the issuing branch**" extra condition has been added, but it has no effect on the legality/ Validity of the Bank Guarantee.* iv) The Chief Engineer PWD (NH), Nagaland, Kohima has informed vide his letter No. CE/NH/SARDP/NIT-2/2010-11(Pt-VII), dated Kohima, the 2nd February,2017 that in the light of Order dated 11/01/2017 of Hon'ble Supreme Court of India, the contract dated 03/02/2011 pertaining to "2-Laning of Longleng –Changtongya Road, Mon-Tamlu – Merangkong Road, Phek –Pfutsero Road and Zunheboto –Chakabama Road Totaling 329 Km in length in Nagaland under Phase "A" of SARDP –NE in the State of Nagaland (Job No. SARDP-NE/ Sate Road /NG/PWD/2010-11/173)" the project has come to an end w.e.f 11/01/2017. It is pertinent to mention here that	*i) To (iii) With reference to the above we are to inform you that the subject BG is issued in the format as per guidelines and as advised by our legal Department* *As per the Judgement of Hon'ble supreme court it is conclude that this is a case of FORCLOSURE of work due to varuousadmininstrative reasons and not of termination/debarring/ imposition of a penalty or penal action.* *Hence the work is not coming under this clause, therefore this has not been mentioned the said under the Para 6 of Annnex1 of Appendix-IA* *We have uploaded the tender on 07.02.2017 as the scheduled date submission 09.02.2017 but late the tender was postponed to 15.02.2017.* *The Chieft Engineer's*	*As per reply M/s Gayatri Projects Limited it is evident that they were aware of ofJudgement dated of 11-01-2017 Hon'ble Supreme court of India, but has not disclosed the facts in the Para-6 of Annex1 of Appendix-1 A.* *Para No 7 of its order dated 11/01/2017, Hon'ble Apex Court of India has stated, "Having heard learned counsel for the rival parties we are satisfied, that the public interest litigation initiated by Respondent No.1, was with the sole object of having the road project completed at the earliest . Pendency o f present proceedings before this Court, keeping in view the stance adopted by the applicant, shows that the afore-stated objective*

		the applicant was well acquainted with the order dated 11/01/2017 of Hon'ble Apex Court of India and would have also received the letter dated 02/02/2017; but it have not mentioned in the para-6 of Annex-1 of Appendix 1A ,though this project is mentioned (serial no 33) in ongoing commitments for calculating Value of "B". This tantamount to concealment of facts.	*Nagaland Kohima Letter dated 02.02.2017 was addressed to Maytas – Gayatri (JV) , Hydereabad and letter was sent to Lead Partner of JV address and this lette was received by Gayatri Projects Limited after the date of uploading of the Tender.* *However we confirm that the value of the work (item 33) of Bid Capacity Statements has not been taken into account for computation of Bid Capacity vakue of "B".* *We have also cleared mentioned in the column No. 9&10* ***that "work was stopped and Revised Estimation is under process".*** *The fact has been clearly mentioned and hence this is not concealment of facts.*	*cannot be achieved by the respondednt No 7.We are, therefore, satisfied in allowing the appellant to retender the project , by the initiating a fresh process.* *In para 5of the judgment, the apex court outlined that the petitioner has already concluded that contractor and PWD Negaland has not observed due diligence in carrying in accordance with the sanction granted by the petitioner.* *In nutshell, the work suffered due to non-observance of the contractor also.* *Hence non disclosure of the facts of litigation and order dated 11/1/2017 of Hon'ble supreme court of India tantamount t omission /concealmeant of facts and it may be put in the definition of* ***"Fraudulent Practice".***
3	**IL & FS Engineering and Construction Company Limited**	*(i) In the 10th line of Para-1 of submitted Bank Guarante, Km 158.058 is written instead of Km 153.058 which seems to be*	***(i)to (iii)-*** *The authority may take appropriate view.*	

		written by mistake as Total New alignment design length is 20.683 Kms as per RFP. *The authority may take decision for ignoring this mistake.* *(ii) The Bank Guarantee amount has been mentioned Rs 5,50,00000/- (Rs. Five crore and fifty lakhs only in Para 1,3,13,14 of the submitted Bank Guarantee which is more the required Bank Guarantee mentioned in the RFP.* *This has no effect on legality /Validity of Bank Guarantee.* *(iii) In the Ist line of Para-4 of submitted Bank Guarantee, "265 (Two hundred and sixty five)' have been mentioned in place of 180 (One hundred and eighty)" as mentioned in the Para-4 of Appendix-II of RFP. This more favourable to the Authority. The Authority (NHIDCL) may take decision in this respect.* *(iv) After the Para-13 , the serial number of Para-14 and 15 have been changed to 15 and 16 and the new Para-14 has been created as under;* ***"Notwithstanding anything contained herein before. Our liability under this Bank***	*(iv)The above Para -14 written in the submitted Bank Guarantee is nothing but the repetition of matters contained in the other paras of Bank Guarantee and it may have no effect on the validity /legality of Bank Guarantee.* *Authority may take an appropriate view.*	

		Guarantee is restricted to Rs.5,50,00,000/-(Rupees Five crores fifty lakhs only) and the Bank guarantee shall reamin valid till 13.11.2017.Unless a claim or a demand in writing is served upon us on or before 13.11.2017 all our liability under this Bank Guarantee shall cease".		
4	**SIMPLEX Infrastructure Limited**	*Appendix-1 (A) Letter Comprising the Technical Bid,* *In the Ist line of Para -6 "there" has been written in place of "two", which is not as per RFP, but it is in good industry practice and favorable to Authority (NHIDCL)* *In the 2nd line of submitted application , "on any Contract" has been mentioned in place of "for the works of Expressways, National Highways,ISC& EI works" which is not as per RFP, but it is beneficial to the Authority as it covers broad area.* *In para -9 of Bank Guarantee (Name of Bank along with Branch address has been written bracket [ ] in RFP and the Bidder had to mention the name and branch address if the Bank, but it has not been mentioned ,so it contradicts the provision Para 13 of RFP*	*Applicant has submitted the amended Bank Guarantee*	*Applicant has submitted the required it may be acceptable.*

6. The financial consultant, M/s MKPS&Associates have submitted the evaluation report(**Annexure-A)**. In the evaluation report, the detail of Technical and Financial Capacity and the Bid Capacity of the sixbidders as per the report is as under:

S. No.	Name of the Applicant	Whether meeting Threshold Technical Capacity(required 1015.36 Cr.)	Whether having atleast one similar work of 25% of EPC which is completed from Eligible Projects in Category 1 &/or 3 (proviso to clause 2.2.2.2 (ii)	Total Net Worth -Rs.25.38 Cr.	Average Annual Turnover (Required101.54 Cr.	Does the Applicant Assessed Available Bid Capacity more than (A*N*2.5-B) (Required- 507.68 Cr.)	TOR	Whether qualified or not as per the RFP	Remark
		Credit Given		**Credit Given**					
1	ECI Engineering Construction Co.Ltd.	1018.83	Yes	838.67	1995	Yes	Yes	Qualified	
2	SIMPLEX Infrastructure Limited	5595.76	Yes	315.44	1070.06	Yes	Yes	Qualified	
3	Madhucon Projects Limited	4185.75	Yes	770.05	1209.30	Yes	Yes	Qualified	
4	GAYATRI Projects Limited	4529.27	Yes	838.70	1995	Yes	No	No	Applicant has non responsive
5	PunjLioyd Ltd	2489.17	Yes	1426.80	768.32	Yes	Yes	Qualified	
6	IL & FS Engineering and Construction Company Limited	3679.19	Yes	123.60	2327.67	Yes	Yes	Qualified	

Resp. – Responsiveness, Tech. – Technical Experience & Fin. – Financial Experience
***The Applicant is Technically Qualified Subject to decision of the Authority.**
Note: The bid capacity is calculated based on the following points / assumption as per discussion with Evaluation Committee of the NHIDCL:
In case the certificate from client or its Engineer-in-charge not below the rank of Executive Engineer is not provided by the bidder for value of B and only the SA certificate as per format of Annexure VI of Appendix 1A,or the SA has certified that all the projects have been verified from the receipt/payments and related information of the concerned projects then the value of B has been calculated with the full values of the project (with up dation factor), to arrive at Bid Capacity .

7. **Regarding Sr.No 3 (i) to (iii) of table in para 3 above, ETEC is of the view that the BG of M/s IL & FS Engineering and Construction Company Limited is admissible having no material difference as BG can be encashed at any default from the contractor.**

8. The Committee perused the report of Financial Consultant regarding M/s Gayatri Projects Limited wherein the bidder has been put in the definition of "Fraudulent practice" on the basis of concealment of facts. M/s Gayatri Projects Limited vide letter dated 06.03.2017 submitted their legal opinion on the issue in continuation of their reply to bid queries. The Committee has appraised that as the matter relates to legal complexities hence the view of in-house Legal Consultant was obtained.

9. The in-house legal consultant has opined that the Supreme Court in its order dated 11.01.2017 has observed that the project "foreclosed" and as per the order of Chief Engineer, PWD, Nagaland dated 02.02.2017 it appears that the Hon'ble Supreme Court has directed to retendering of the project in question and as such the project has brought to an end, hence this cannot be termed as "termination".

10. Further, he has stated that as per clause 2.1.19 of the RFP all disclosures are voluntary. The litigation history that may reveal would have to be against the authority/government, however, in the present PIL the contractor is a party respondent. He has opined that in view of the above, there is no concealment of facts, when the disclosure is voluntary in the first place it would be legally wrong to term it as concealment.

11. Legal consultant has concluded that the bidder can be made responsive if the bidder is otherwise eligible in other aspect. He has suggested that 7 days time be given for opening of financial bids so as to invite representation/objection, if any, in this regard.

12. The Committee deliberated on the issue in detail and in view of legal opinion considered the bid of M/s Gayatri Projects Limited as responsive as the bidder is otherwise eligible as reported by Financial Consultant.

13. **Recommendation of the Empowered Technical bid Evaluation Committee (ETEC):**The committee is of the view that all the six bidders are fulfilling the eligibility criteria prescribed in the RFP, therefore the financial bids of all the six bidders be opened with the approval of the Competent Authority by giving 7 days time.

(i) M/s IL&FS Engineering and Construction Company Ltd.
(ii) M/s ECI Engineering & Construction Co. Ltd.
(iii) M/s Simplex Infrastructure Limited
(iv) M/s Madhucon Projects Limited
(v) M/s Punj Lloyd Limited
(vi) M/s Gayatri Projects Limited

Meeting ended with vote of thanks to chair.

(V.K.Rajawat)	(Y.C.Srivastava)	Adil Singh	A.K Jha	Sunil Gupta
(ED-I)	(GM-Tech)	(GM-Tech)	DGM (Tech)	(Manager-Fin.)
Chairman	Member Secretary	Member	Member	Member