U.P. Expressways Industrial Development Authority
Setup by GoUP Under UP Industrial Area Development ACt 1976

UTTAR PRADESH EXPRESSWAYS INDUSTRIAL DEVELOPMENT AUTHORITY (UPEIDA)

Government of Uttar Pradesh

Development of Purvanchal Expressway (Package-I)

From Chand Sarai (Dist. Lucknow) to Sansara (Dist. Barabanki) (Km (-)0+270 to Km 40+200) in the State of Uttar Pradesh on EPC Basis

REVISED REQUEST FOR PROPOSAL

C-13, 2nd Floor, Paryatan Bhawan
Vipin Khand, Gomti Nagar
Lucknow – 226010

February 2018

Uttar Pradesh Expressways Industrial Development Authority

LETTER OF INVITATION

Dated ……..……..

To,

……

……

……

Sub: RFP for Development of Purvanchal Expressway Project: Package-I Chand Sarai (Dist. Lucknow) – Sansara (Dist. Barabanki) (Km (-)0+270 to Km 40+200) in the state of Uttar Pradesh on EPC Basis.

Dear Sir,

Pursuant to your application in response to our "Request for Qualification" for the aforesaid project (the "RFQ"), you have been qualified / short listed as a Bidder, and are hereby invited to participate in the submission of financial proposal (the "Bid") at this bidding stage for the aforesaid project in accordance with the RFP.

The complete Bid Document are being sent to you in a compact disc. You are requested to remit the tender document fee in terms of Clause 2.11.1 (f) of the RFP.

Please note that the UPEIDA reserves the right to accept or reject all or any of the BIDs without assigning any reason whatsoever.

Thanking you,

Yours faithfully,

(_____)
Chief Executive Officer
UPEIDA
C-13, 2nd Floor, Paryatan Bhawan
Vipin Khand, Gomti Nagar
Lucknow – 226010

GLOSSARY

Agreement	As defined in Clause 1.1.5
Authority	As defined in Clause 1.1.1
Bank Guarantee	As defined in Clause 2.20.1
Bid(s)	As defined in Clause 1.2.2
Bidders	As defined in Clause 1.2.2
Bidding Documents	As defined in Clause 1.1.7
Bid Due Date	As defined in Clause 1.1.7
Bidding Process	As defined in Clause 1.2.1
Bid Security	As defined in Clause 1.2.4
Bid Stage	As defined in Clause 1.2.1
Bid Price or Bid	As defined in Clause 1.2.6
Contractor	As defined in Clause 1.1.2
Conflict of Interest	As defined in Clause 2.1.13
EPC	As defined in Clause 1.1.1
EPC Contract	As defined in Clause 1.1.2
Estimated Project Cost	As defined in Clause 1.1.4
Project Report	As defined in Clause 1.2.3
Government	Government of Uttar Pradesh
Joint Venture	As defined in Clause 2.2.1
Lowest Bidder	As defined in Clause 1.2.6
LOI	As defined in Clause 3.3.5
Project	As defined in Clause 1.1.1
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposals	As defined in Disclaimer
RFQ or Request for Qualifications	As defined in Clause 2.1.2
Selected Bidder	As defined in Clause 3.3.1

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein. The words and expressions beginning with capital letters and not defined herein, but defined in the RFQ, shall, unless repugnant to the context, have the meaning ascribed thereto therein.

Contents

1. SECTION-1: INTRODUCTION 7
1.1 Background 7
1.2 Brief description of Bidding Process 8
1.3 Schedule of Bidding Process 12
2. SECTION-2: INSTRUCTIONS TO BIDDERS 13
2.1 General Terms of Bidding 13
2.2 Change in composition of the Joint Venture 18
2.3 Change in ownership 18
2.4 Cost of Bidding 19
2.5 Site visit and verification of information 19
2.6 Verification and Disqualification 20
2.7 Contents of the RFP 21
2.8 Clarifications 21
2.9 Amendment of RFP 22
2.10 Format and signing of Bid 22
2.11 Sealing and Marking of Bids 22
2.12 Bid Due Date 24
2.13 Late Bids 24
2.14 Contents of the BID 24
2.15 Modifications/ substitution/ withdrawal of Bids ..... **Error! Bookmark not defined.**
2.16 Rejection of BIDs 26
2.17 Validity of BIDs 26
2.18 Confidentiality 26
2.19 Correspondence with the Bidder 27
2.20 BID Security 27
3. SECTION-3: EVALUATION OF BIDS 28
3.1 Opening Evaluation and Comparison of Bids 28
3.2 Tests of responsiveness 29
3.3 Selection of Bidder 29
3.4 Contacts during BID Evaluation 31
4. SECTION-4: FRAUD AND CORRUPT PRACTICES 31
5. SECTION-5: PRE-BID CONFERENCE 32

6. SECTION-6: MISCELLANEOUS....33
APPENDIX I: Letter Comprising the BID....34
APPENDIX – II: Bank Guarantee for BID Security....42
Appendix IIi: Format for Power of Attorney for signing of Bid....45
Appendix IV: Format for Power of Attorney for Lead Member of Joint Venture....47
APPENDIX V: Guidelines of the Department of Disinvestment....51
APPENDIX VI....53

DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an Agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (BIDs) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially the Project Report, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees, consultants, representatives and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this BID Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder JV or Contractor, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its BID including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its BID. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the BID, regardless of the conduct or outcome of the Bidding Process.

The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee/ advisor/ representative of the Authority or to any other person in a position to influence the decision of the Authority for showing any favour in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as the Authority may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.

Laws of the Republic of India are applicable to this RFP.

Government of Uttar Pradesh
Uttar Pradesh Expressways Industrial Development Authority (UPEIDA)
(International Competitive Bidding)

1. SECTION-1: INTRODUCTION

1.1 BACKGROUND

1.1.1 The Uttar Pradesh Expressways Industrial Development Authority (UPEIDA) (the "Authority") is engaged in the **Development of Purvanchal Expressway Project** and as part of this endeavour, the Authority has decided to undertake development of **Package-I: From Chand Sarai (Dist. Lucknow) to Sansara (Dist. Barabanki) (Km (-)0+270 to Km 40+200) in the state of Uttar Pradesh on EPC Basis** (the "Project") through an Engineering, Procurement and Construction (the "EPC") Contract and has decided to carry out the bidding process for selection of the successful bidder to whom the Project may be awarded. Brief particulars of the Project are as follows:

S. No.	Description	Approximate Length (km)	Estimated Project Cost	No. of Years for completion of work
I	**Package-I From Chand Sarai (Dist. Lucknow) to Sansara (Dist. Barabanki) (Km (-)0+270 to Km 40+200)**	**40.470**	**Rs. _____ Crore***	**2 Years 6 Months**

1.1.2 The Selected Bidder (the **"Contractor"**) shall be responsible for designing, engineering, procurement and construction of the Project under and in accordance with the provisions of an engineering, procurement and construction contract (the **"EPC Contract"**) to be entered into between the Contractor and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto. The Contractor shall also be responsible for maintenance of the Project during the Defects Liability Period, which is as per Clause 1.1.3.

1.1.3 The scope of work will broadly include construction of six-lane access controlled green field expressway with service roads under Engineering, Procurement & Construction (the **"EPC"**), Minor Bridge, Major Bridge, culverts, VUP, PUP, ROB., Intersections, Grade Separators, Structures, Fencings, Rigid/Flexible pavement, Drainage works, Traffic Control Devices, Road Safety Devices and road side furniture, road connectivity to townships by suitable interchanges, traffic and safety management such as Emergency Telephones, CCTV etc., Toll Plaza/Interchange, Control Center, Landscaping, Slope protections, Toll Management System with ETC, retaining wall, Toll Plaza, etc. in the State of Uttar Pradesh (the "Project") under Engineering, Procurement & Construction (the **"EPC"**) and other

*Subject to revision

facilities as per standards & Defects Liability Period, which will be 5 (Five) years for the Project from the date of the Provisional / Completion Certificate.

1.1.4 The estimated cost of the Project (the "Estimated Project Cost") has been specified in the clause 1.1.1 above. The assessment of actual costs, however, will have to be made by the Bidders.

1.1.5 The Agreement sets forth the detailed terms and conditions for award of the project to the Contractor, including the scope of the Contractor's services and obligations.

1.1.6 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Contractor set forth in the Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the work to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.1.7 The Authority shall receive BIDs pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP (collectively the "Bidding Documents"), and all BIDs shall be prepared and submitted in accordance with such terms on or before the BID due date specified in Clause 1.3 for submission of BIDs (the "BID Due Date").

1.2 BRIEF DESCRIPTION OF BIDDING PROCESS

1.2.1 The Authority has adopted a two-stage process (collectively referred to as the "Bidding Process") for selection of the Bidder for award of the Project. The first stage (the "Qualification Stage") of the process involved pre-qualification (the qualifications) of interested parties in accordance with the provisions of the RFQ. (The "Bidder", which expression shall, unless repugnant to the context, include the members of the Joint Venture). At the end of the Qualification Stage, the short-listed Bidders at the RFQ stage, are eligible for participation in this second stage of the Bidding Process (the "BID Stage") comprising Request for Proposals.

Government of India has issued guidelines (see Appendix-V) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Authority shall be entitled to disqualify an Applicant in accordance with the aforesaid guidelines at any stage of the Bidding Process. Applicants must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-I.

1.2.2 In the BID Stage, the aforesaid short-listed Bidders, including their successors, are being called upon to submit their Financial offers (the "BIDs") in accordance with the terms specified in the Bidding Documents. The Bid shall be valid for a period of not less than 120 days from the date specified in Clause 1.3 for submission of BIDs (the "Bid Due Date").

1.2.3 The Bidding Documents include the draft Agreement for the Project which is enclosed. The Project Report prepared by the Authority/ consultants of the Authority (the "Project / Project Report") is also enclosed. Subject to the provisions of Clause 2.1.3, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.

1.2.4 A Bidder is required to deposit, along with its Bid, a bid security equivalent to Rs. [1% of the Estimated Project Cost] (*Amount in Words*) only (the "Bid Security"), refundable no later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority and in such event, the validity period of the demand draft or bank guarantee, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

1.2.5 During the BID Stage, Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective BIDs for award of the contract including implementation of the Project.

1.2.6 BIDs will be invited for the Project on the basis of the lowest cost required by a Bidder for implementing the Project (the "BID Price")†. The total time allowed for completion of construction under the Agreement (the "Construction Period") and the period during which the Contractor shall be liable for maintenance and rectification of any defect or deficiency in the Project after completion of the Construction Period (the "Defect Liability Period") are pre-determined, and are specified in the draft Agreement forming part of the Bidding Documents.

In this RFP, the term "Lowest Bidder" shall mean the bidder who is quoting the lowest BID Price.

1.2.7 Generally, the Lowest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and following procedure shall be followed in case Lowest Bidder is not selected for any reason whatsoever.

† Bid Price is exclusive of Goods and Services Tax

In the event that the Lowest Bidder withdraws or is not selected for any reason in the first instance (the "first round of bidding"), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Lowest Bidder (the "second round of bidding"). If in the second round of bidding, only one Bidder matches the Lowest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Lowest Bidder in the second round of bidding, then the Bidder whose Bid was lower as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth lowest Bidders in the first round of bidding offer to match the said Lowest Bidder in the second round of bidding, the said third lowest Bidder shall be the Selected Bidder.

In the event that no Bidder offers to match the Lowest Bidder in the second round of bidding as specified above, the Authority may, in its discretion, invite fresh Bids (the "third round of bidding") from all Bidders except the Lowest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are lower than the Bid of the second lowest Bidder in the first round of bidding.

1.2.8 Further and other details of the process to be followed at the BID Stage and the terms thereof are spelt out in this RFP.

1.2.9 Upon the completion of construction, the Authority may levy and charge a pre-determined user fee from users of the Project under and in accordance with the Uttar Pradesh Expressways (Levy of Tolls and Fixing of Fees and Realisation thereof) (Fourth Amendment) Rules, 2017 or as amended from time to time.

1.2.10 The Authority may also levy and charge fees and other charges on activities such as advertisements etc. It is further expressly clarified that the Selected Bidder shall not have the right to collect or determine any kind of revenue from the Project apart from the payments being made to the Selected Bidder in terms of the EPC Contract.

1.2.11 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officer designated in Clause 2.11.3 below. The envelopes/ communications shall clearly bear the following identification/ title:

"Queries/ Request for Additional Information: **RFP for Development of Purvanchal Expressway Project: Package-I From Chand Sarai (Dist. Lucknow) to Sansara (Dist. Barabanki) (Km (-)0+270 to Km 40+200) in the State of Uttar Pradesh on EPC Basis.**

1.2.12 The procurement process for the Purvanchal Expressway is being carried out simultaneously by dividing the entire expressway in eight packages. It is expressly clarified that the Bid of each of the eight packages will be opened in a sequential order as specified below. After opening of the Bid for each package, the Financial Capacity and Available Bid Capacity of the Lowest Bidder will be updated in accordance with the process specified in this Clause 1.2.12. The Bid for the subsequent packages will be evaluated by taking in to account the updated Financial Capacity and Available Bid Capacity of the said Lowest Bidder.

The order of opening of the Bids shall be as follows:

Order of Opening	**Package No.**	**Details**
1	I	From Chand Sarai (Dist. Lucknow) to Sansara (Dist. Barabanki) (Km (-)0+270 to Km 40+200)
2	II	From Sansara (Dist. Barabanki) to Jaraikala (Dist. Amethi) (Km 40+200 to Km 79+900)
3	III	From Jaraikala (Dist. Amethi) to Sidhi Ganeshpur (Dist. Sultanpur) (Km 79+900 to Km 121+600)
4	IV	From Sidhi Ganeshpur (Dist. Sultanpur) to Sansarpur (Dist. Sultanpur) (Km 121+600 to Km 164+300)
5	V	From Sansarpur (Dist. Sultanpur) to Gobindpur (Dist. Azamgarh) (Km 164+300 to Km 218+300)
6	VI	From Gobindpur (Dist. Azamgarh) to Mojrapur (Dist. Azamgarh) (Km 218+300 to Km 246+500)
7	VII	From Mojrapur (Dist. Azamgarh) to Bijaura (Dist. Ghazipur) (Km 246+500 to Km 292+530)
8	VIII	From Bijaura (Dist. Ghazipur) to Haidariya (Dist. Ghazipur) (Km 292+530 to Km 340+500)

After opening of the each of the packages,

- The evaluated 'Financial Capacity' of the Lowest Bidder shall be updated by reducing the Threshold Financial Capacity for the Package for which the said bidder has been adjudged as the Lowest Bidder.
- The Available Bid Capacity of the Lowest Bidder shall be updated by including the Bid Price of the said Selected Bidder in the value of 'B' (Clause 2.1.17 (A)). The said obtained value of Available Bid Capacity shall be used for subsequent packages, if the same Bidder is participating.

It is further clarified that the updation of Financial Capacity and Available Bid Capacity shall also be applicable in case the Lowest Bidder in this Package has been pre-qualified as JV partner in subsequent package. However, the updation of the factors shall be limited to percentage participation of the Lowest Bidder in subsequent packages.

1.2.13 An entity which has been pre-qualified for multiple packages can be awarded a maximum of 2 (two) packages out of 8 (eight) packages as provided in clause 1.2.12 above subject to it

being adjudged as Lowest Bidder in terms of this RFP. This limitation shall also apply in case the entity has been pre-qualified as sole applicant or a JV partner (lead or otherwise) in other packages.

To illustrate, in case a partner of JV has been adjudged as Lowest Bidder in any two packages as a sole bidder or JV partner, then all other Joint Ventures considering it as a partner shall not be considered for subsequent packages and their Financial Bids shall not be opened.

1.3 SCHEDULE OF BIDDING PROCESS

The Authority shall endeavour to adhere to the following schedule:

S.No	Event Description	Date
1	Issue of Bid Document	16th February 2018
2	Last date of receiving queries	22nd February 2018
3	Pre-bid Meeting	25th February 2018
4	Authority response to queries latest by	28th February 2018
5	**Bid Due Date**	**14th March 2018 upto 1300 hours**
6	Opening of Bids	14th March 2018
7	Letter of Intent (LOI)	22nd March 2018
8	Validity of Bids	120 days of Bid Due Date
9	Signing of EPC Contract	Within 7 days of LOA

Authority will endeavor to adhere to the dates indicated above. However, it reserves the right to effect changes to the above dates, if the need arises ,without assigning any reason or being liable for the same in any manner whatsoever. Such change, if any, would be uploaded at Authority's website from time to time.

Further the Authority reserves the right to hold, in its sole and absolute discretion, more than one pre-bid meeting or hold one or more consultation meetings with the Bidders and in such event the above schedule shall stand modified and amended.

2. SECTION-2: INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 GENERAL TERMS OF BIDDING

2.1.1 No Bidder shall submit more than one BID for any one package of the Project. A Bidder bidding individually or as a member of a Joint Venture shall not be entitled to submit another BID either individually or as a member of any Joint Venture, as the case may be.

2.1.2 Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Request for Qualification document for the Project (the "RFQ") and its amendment shall have the meaning assigned thereto in the RFQ.

2.1.3 The Project Report of the Project is being provided only as a preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Project Report shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Project Report.

2.1.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder in this RFP shall continue to have effect in addition to its obligations under the Agreement.

2.1.5 The BID shall be furnished in the format exactly as per Appendix-I, clearly indicating the BID amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

2.1.6 The Bidder shall deposit a BID Security of Rs. [1% of the Estimated Project Cost] (*Amount in Words*) only in accordance with the provisions of this RFP. The Bidder has to provide the BID Security in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix-II or in the form of Demand Draft in favour of "Uttar Pradesh Expressways Industrial Development Authority" payable at Lucknow issued by nationalized bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rupees One Thousand Crore only).

2.1.7 The validity period of the Bank Guarantee for Bid Security, shall not be less than 180 (one hundred and eighty) days from the BID Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. The BID shall be summarily rejected if it is not accompanied by the BID Security.

The BID Security shall be refundable no later than 60 (sixty) days from the BID Due Date except in the case of the Selected Bidder whose BID Security shall be retained till it has provided a Performance Security under the Agreement.

2.1.8 The Bidder should submit a Power of Attorney as per the format at Appendix-III, authorising the signatory of the BID to commit the Bidder.

2.1.9 In case the Bidder is a Joint Venture, the Members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix-IV.

2.1.10 Any condition or qualification or any other stipulation contained in the BID shall render the BID liable to rejection as a non-responsive BID.

2.1.11 The BID and all communications in relation to or concerning the Bidding Documents and the BID shall be in English language.

2.1.12 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a BID in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their BID. The provisions of this Clause 2.1.12 shall also apply *mutatis mutandis* to BIDs and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any BID, document or any information provided along therewith.

2.1.13 A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified and liable for forfeiture of the Bid Security or Performance Security as the case may be. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

i. the Bidder, its Member or any constituent thereof and any other Bidder, its Member or any constituent thereof have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Bidder, its Member thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member, as the case may be), in the other Bidder, its Member is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act 1956. For the purposes of this Clause 2.1.13, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through

management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub- clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

ii. a constituent of such Bidder is also a constituent of another Bidder;

iii. such Bidder, or any of its Joint Venture Member thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any of its Joint Venture Member thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any of its Joint Venture Member thereof; or

iv. such Bidder has the same legal representative for purposes of this Application as any other Bidder; or

v. such Bidder, or any of its Joint Venture Member thereof has a relationship with another Bidder, or any of its Joint Venture Member thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Application of either or each other; or

vi. such Bidder has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

2.1.14 A Bidder shall be liable for disqualification and forfeiture of BID Security, if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOI or (ii) execution of the Agreement. In the event any such adviser is engaged by the Selected Bidder or Contractor, as the case may be, after issue of the LOI or execution of the Agreement for matters related or incidental to the project, then notwithstanding anything to the contrary contained herein or in the LOI or the Agreement and without Prejudice to any other right or remedy or the Authority, including the forfeiture and appropriation of the BID Security or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOI or the Agreement, as the case may be,

shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Contractor for the same. For the avoidance or doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of the RFQ. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

2.1.15 This RFP is not transferable.

2.1.16 Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents and also fulfilling the criterion as mentioned in clause 2.1.17.

2.1.17 Other Eligibility Conditions

A) Bid Capacity

i. Bidders who meet the minimum qualification criteria will be qualified only if their available BID capacity is more than the total BID value. The available BID capacity will be calculated as per following, based on information mentioned at Annexure-A of Appendix-I:

Assessed Available Bid capacity = (A*N*2 – B)

where

A = Maximum value of civil engineering works in respect of EPC Projects (includes turnkey project/item rate contract/construction works) executed in any one year during the last five years (updated to the price level of the year indicated below) taking into account the completed as well as works in progress.

N = 2.5 Years.

B = Value (updated to the price level of the year indicated below) of existing commitments and on-going works to be completed during the next 2 years 6 months (period of completion of the works for which bids are invited).

Note: The statement showing the value of existing commitments and on-going works as well as the stipulated period completion remaining for each of the works listed should be countersigned by the Engineer in the charge, not below the rank of an Executive Engineer or equivalent or should be certified by the Statutory Auditor of the Bidder.

For Year	F.Y. / Calendar Year	Updation Factor‡
1	2016-17 / 2016	1.00
2	2015-16 / 2015	1.05
3	2014-15 / 2014	1.10
4	2013-14 / 2013	1.15
5	2012-13 / 2012	1.20

ii. The minimum Threshold Technical Capacity requirement as specified in 2.2.2 (A) of RFQ shall subject to clause 3.2.8 of RFQ, be considered after further adjustment of factors as specified in clause 3.2.6 and 3.2.7 of RFQ.

iii. The updation in Available Bid Capacity and Financial Capacity in terms of Clause 1.2.12

B) In case of a Joint Venture, the Bid Capacity of all the Members of Joint Venture should be in accordance with clause 2.1.17 (A) above. Further, Lead Member shall meet at least 60% requirement of Bid Capacity required as per Clause 2.1.17 (A) and each of other JV members shall meet at least 20% requirement of Bid Capacity as per Clause 2.1.17 (A). For avoidance of doubt it is further clarified that the Joint Venture must collectively and individually satisfy the above qualification criteria.

2.1.18 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the Bid Due Date, would not be eligible to submit the BID, either individually or as member of a Joint Venture.

2.1.19 The Bidder including individual or any of its Joint Venture Member should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder including individual or any of its Joint Venture Member, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder including individual or any of its Joint Venture Member.

2.1.19.1 The Bidder including individual or any of its Joint Venture Member may provide details of all their on-going projects along with updated stage of litigation, if so, against the Authority / Government.

2.1.19.2 The Bidder including individual or any of its Joint Venture Member may also provide details of updated on-going process of blacklisting if so, under any contract with Authority / Government.

‡Please provide information for only five preceding years from the date of the base year being considered for the purpose of the Application in terms of Clause 2.2.12 of RFQ.

2.1.19.3 The Authority reserves the right to reject an otherwise eligible bidder on the basis of the information provided under clause 2.1.19. The decision of the Authority in this case shall be final.

2.2 CHANGE IN COMPOSITION OF THE JOINT VENTURE

2.2.1 Where the Bidder is a Joint Venture, change in the composition of a Joint Venture may be permitted by the Authority during the Bid Stage, only where:

a. the application for such change is made no later than 15 (fifteen) days prior to the Bid Due Date;

b. the Lead Member continues to be the Lead Member of the Joint Venture;

c. the substitute is at least equal, in terms of Technical Capacity to the Members who is sought to be substituted and the modified Joint Venture shall continue to meet the pre-qualification criteria for Applicants; and

d. the new Member(s) expressly adopt(s) the Application already made on behalf of the Joint Venture as if it were a party to it originally, and is not an Applicant/ of any other Joint Venture bidding for this Project.

2.2.2 Approval for change in the composition of a Joint Venture shall be at the sole discretion of the Authority and must be approved by the Authority in writing. The bidder must submit its application for change in composition of the Joint member no later than 15 (fifteen) days prior to the BID Due Date.

2.2.3 The modified/ reconstituted Joint Venture shall submit a revised Joint Bidding Agreement for Joint Venture substantially as per the format in Appendix-IV of RFQ, and a Power of Attorney substantially as per the format in Appendix-III & IV of RFP, prior to the BID Due Date.

2.3 CHANGE IN OWNERSHIP

2.3.1 By submitting the BID, the Bidder shall be deemed to have acknowledged and agreed that in the event of a change in control of a Joint Venture Members whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFQ, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and failure of which entitle the Authority, in its sole discretion, to disqualify the Bidder or withdraw the LOI from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the agreement, it would, not withstanding anything to the contrary contained in the Agreement, be deemed to

be a breach of the Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Contractor. In such an event, notwithstanding anything to the contrary contained in the Agreement, the Authority shall be entitled to forfeit and appropriate the BID Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Agreement or otherwise.

2.4 COST OF BIDDING

2.4.1 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 SITE VISIT AND VERIFICATION OF INFORMATION

2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.5.2 It shall be deemed that by submitting the Bid, the Bidder has:

a. made a complete and careful examination of the Bidding Documents;
b. received all relevant information requested from the Authority;
c. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above; and
d. satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed BID, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement by the Contractor;
f. acknowledged that it does not have a Conflict of Interest; and
g. agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this

RFP, RFQ, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.6 VERIFICATION AND DISQUALIFICATION

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFQ, this RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.6.2 The Authority reserves the right to reject any BID and appropriate the BID Security if:

a) at any time, a material misrepresentation is made or uncovered, or
b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the BID.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Joint Venture, then the entire Joint Venture and each Member of the Joint Venture may be disqualified/ rejected. If such disqualification/rejection occurs after the BIDs have been opened and the lowest Bidder gets disqualified / rejected, then the Authority reserves the right to annul the Bidding Process and invites fresh BIDs.

2.6.3 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of defect liability, subsistence thereof, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Contractor either by issue of the LOI or entering into of the Agreement, and if the Selected Bidder has already been issued the LOI or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Contractor, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Contractor. In such an event, the Authority shall be entitled to forfeit and appropriate the BID Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.

B. DOCUMENTS

2.7 CONTENTS OF THE RFP

2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

Invitation for Bids

Section 1 : Introduction
Section 2 : Instructions to Bidders
Section 3 : Evaluation of Bids
Section 4 : Fraud & Corrupt Practices
Section 5 : Pre Bid Conference
Section 6 : Miscellaneous

Appendices

I. Letter comprising the Bid
II. Bank Guarantee for Bid Security
III. Power of Attorney for signing of Bid
IV. Power of Attorney for Lead Member of Joint Venture
V. Guidelines of the Department of Disinvestment

2.7.2 The draft Agreement and the Project Report provided by the Authority as part of the BID Documents shall be deemed to be part of this RFP.

2.8 CLARIFICATIONS

2.8.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.2.11. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by fax and/or e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

2.8.2 The Authority will endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority

shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.9 AMENDMENT OF RFP

2.9.1 At any time prior to the deadline for submission of Bid, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.9.2 Any Addendum issued hereunder will be in writing and shall be sent to all the Bidders and the same shall be uploaded on the procurement portal www.etender.up.nic.in

2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date[$]

C. PREPARATION AND SUBMISSION OF BIDS

2.10 FORMAT AND SIGNING OF BID

2.10.1 The BID shall be submitted online only. Letter comprising the Bid including Annexure A to Annexure B and supporting certificates / documents, Tender document fee in the form of demand draft, Original Power of Attorney (POA) and Joint Bidding Agreement for Joint Venture, Power of Attorney for lead member of Joint Venture, etc shall be furnished in hard copies as physical submission. In the event of any discrepancy between the BID submitted online and the physical submission, the BID submitted online shall prevail. It is further clarified that any document submitted physically but not submitted online shall not be considered.

2.10.2 The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

2.11 DOCUMENTS COMPRISING TECHNICAL AND FINANCIAL BID

2.11.1 The bidder shall submit the Technical BID and Financial BID online through e-procurement portal www.etender.up.nic.in

Technical Bid

(a) Annexure A & B to Appendix I with supporting certificates / documents;

[$]While extending the Bid Due Date on account of an addendum, the Authority shall have due regard for the time required by Bidders to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Bid Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.

(b) Bid Security of [Rs._____ (Rupees _____)] only in form of Original Bank Guarantee as per format at Appendix II of this RFP;
(c) Original Power of Attorney for signing the Application as per format at Appendix-III of this RFP;
(d) if applicable, Original Power of Attorney for Lead Member of Joint Venture as per the format at Appendix-IV of this RFP;
(e) if applicable, Revised Joint Bidding Agreement for Joint Venture substantially as per the format in Appendix-IV of RFQ;
(f) Cost of tender document of **Rs. 2,00,000 (Rupees Two Lakh)**[§] **only** in the form of Demand Draft (DD) in favour of Uttar Pradesh Expressways Industrial Development Authority payable at Lucknow / Receipt of the Cost of tender document

Financial Bid

(g) Appendix-I (Letter comprising the BID)

2.11.2 The Bidder shall submit the following documents physically with scanned copies online:

(a) Appendix-I (Letter comprising the BID) including Annexure A to B to Appendix I with supporting certificates / documents;
(b) Bid Security of [Rs._____ (Rupees _____)] only in form of Original Bank Guarantee as per format at Appendix II;
(c) Original Power of Attorney for signing the Application as per format at Appendix-III;
(d) if applicable, Original Power of Attorney for Lead Member of Joint Venture as per the format at Appendix-IV;
(e) if applicable, Original Revised Joint Bidding Agreement for Joint Venture substantially as per the format in Appendix-IV of RFQ
(f) Original DD for **Rs. 2,00,000 (Rupees Two Lakh)**[**] only in favour of Uttar Pradesh Expressways Industrial Development Authority payable at Lucknow towards payment of cost of Bid Document prior to submission of BID.

Above documents shall be submitted in an envelope which shall clearly bear the following identification: **"Request for Qualification: Development of Purvanchal Expressway (Package-I): From Chand Sarai (Dist. Lucknow) to Sansara (Dist. Barabanki) (Km (-) 0+270 to Km 40+200) Access Controlled (Greenfield) Expressway Project in the State of Uttar Pradesh on EPC Basis"** and shall clearly indicate the name and address of the Applicant. In addition, the Application Due Date should be indicated on the right hand corner of the envelope.

2.11.3 Each of the envelopes shall be addressed to:

Chief Executive Officer
UPEIDA
C-13, 2nd Floor, Paryatan Bhawan

[§] Value includes G.S.T.
[**] Value includes G.S.T.

Vipin Khand, Gomti Nagar
Lucknow – 226010
Phone: +91 522 2301 492
Fax: +91 522 2301 142
Email: upeida2@gmail.com

2.11.4 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

2.11.5 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.12 BID DUE DATE

2.12.1 .Technical & Financial BID comprising of the documents listed at Clause 2.11.1 of the RFP shall be submitted online through e-procurement portal www.etender.up.nic.in on or before the time specified in Clause 1.3 on the Bid Due Date. Documents listed at Clause 2.11.2 of the RFP shall be physically submitted on or before the time specified in Clause 1.3 on the Bid Due Date at the address provided in Clause 2.11.3 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified in Clause 2.11.3

2.12.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidder.

2.13 LATE BIDS

E-procurement portal www.etender.up.nic.in shall not allow submission of any Bid after the prescribed date and time at Clause 2.12. Physical receipt of document listed at clause 2.11.2 of the RFP after the prescribed date and time at Clause 2.12 shall not be considered and the bid shall be summarily rejected..

2.14 CONTENTS OF THE BID

2.14.1 The BID shall be furnished in the format at Appendix-I and shall consist of a lump-sum fee in Indian Rupees to be quoted by the Bidder to undertake the Project in accordance with this RFP and the provisions of the Agreement.

2.14.2 Generally, the Project will be awarded to that pre qualified Bidder who fulfils the criteria mentioned in clause 1.2.12 and 2.1.17 and quoted the lowest BID price.

2.14.3 The opening of BIDs and acceptance thereof shall be substantially in accordance with this RFP.

2.14.4 The proposed Agreement shall be deemed to be part of the BID.

2.15 Procedure for e-tendering

2.15.1 Accessing/ Purchasing of RFP documents

2.15.1.1 It is mandatory for all the Applicants to have class-II Digital Signature Certificate (DSC) (in the name of Authorized Signatory / Firm or Organisation / Owner of the Firm or Organisation) from UP Electronics Corporation Limited to participate in e-tendering of UPEIDA as per Government Order No. 1067/78-2-2017-42 IT/2017 dated May 12, 2017 to participate in the e-tendering process.

DSC should be in the name of the Authorized Signatory as authorized in Appendix III of this RFP. It should be in corporate capacity (i.e. in Bidder capacity / in case of JV in the Lead Member capacity, as applicable). The Applicant shall submit document in support of the class II DSC.

2.15.1.2 To participate in the bidding, it is mandatory for the Applicants to get registered their firm / Joint Venture with e-procurement portal https://etender.up.nic.in to have user ID & password which has to be obtained by submitting an annual registration charges of INR 6000 (Inclusive of all taxes) to the e-tendering service provider through their e-payment gateway. Validity of online registration is two years. Following may kindly be noted:

(a) Registration with e-procurement portal https://etender.up.nic.in should be valid at least up to the date of submission of Application.
(b) Applications can be submitted only during the validity of registration.

2.15.1.3 If the firm / Joint Venture is already registered with above e-tendering service provider, and validity of registration is not expired, the firm / Joint Venture is not required a fresh registration.

2.15.1.4 The complete RFP document can be viewed / downloaded by the Shortlisted Bidder from e-procurement portal https://etender.up.nic.in

2.15.2 Preparation & Submission of Application

2.15.2.1 The RFP Bid may be submitted online following the instruction appearing on the screen. A buyer manual containing the detailed guidelines for e-procurement is also available on above e-procurement portal.

2.15.2.2 The documents listed at clause 2.11.1 shall be prepared and scanned in different files (in PDF or JPEG format such that file size is not more than 10 MB) and uploaded during the on-line submission of RFP Bid.

2.15.2.3 RFP Bid must be submitted online only through e-procurement portal https://etender.up.nic.in using the digital signature of Authorised Representative of the Shortlisted Bidder

2.15.3 Modifications/ Substitution/ withdrawal of Application

2.15.3.1An Shortlisted Bidder may modify, substitute or withdraw its e- application after submission prior to the Bid Due Date. No RFP Bid can be modified, substituted or withdrawn by the Shortlisted Bidder on or after the Bid Due Date & Time.

2.15.3.2For modification of e-application, the Shortlisted Bidder has to detach its old RFP Bid from e-procurement portal and upload / resubmit digitally signed modified RFP Bid. For withdrawal of RFP Bid, Shortlisted Bidder has to click on withdrawal icon at e-procurement portal and can withdraw its e-application. Before withdrawal of an Bid, it may specifically be noted that after withdrawal of an RFP Bid for any reason, Shortlisted Bidder cannot re-submit e-application again.

2.15.4 Online Opening of Applications

2.15.4.1Opening of Bids will be done through online process.

2.15.4.2The Authority shall on-line open Bids on scheduled date and time, in the presence of the Authorized Representatives of the Shortlisted Applicants who choose to attend. Bids of only those Applicants shall be opened online whose documents listed at clause 2.11.2 of the RFP have been physically received. The Authority will subsequently examine and evaluate the Applications in accordance with the provisions of Section 3 of RFP.

2.16 REJECTION OF BIDS

2.16.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any BID and to annul the Bidding Process and reject all BIDs at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder after providing reasonable time for the same.

2.16.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any BID without assigning any reasons.

2.17 VALIDITY OF BIDS

The BIDs shall be valid for a period of not less than 120 (one hundred and twenty) days from the BID Due Date. The validity of BIDs may be extended by mutual consent of the respective Bidders and the Authority.

2.18 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all

information, submitted as part of the BID, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.19 CORRESPONDENCE WITH THE BIDDER

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any BID.

D. BID SECURITY

2.20 BID SECURITY

2.20.1 The Bidder shall furnish as part of its BID, a BID Security referred to in Clauses 2.1.6 and 2.1.7 hereinabove in the form of a bank guarantee issued by nationalized bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rupees one thousand crore only), in favour of the Authority in the format at Appendix-II (the "Bank Guarantee") and having a validity period of not less than 180 (one hundred eighty) days from the BID Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

2.20.2 Any BID not accompanied by the BID Security shall be summarily rejected by the Authority as non-responsive.

2.20.3 The Selected Bidder's BID Security will be returned, without any interest, upon the bidder signing the Contract Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of BID Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Agreement. For avoidance of doubt it is made clear that Bid Security in the form of Bank Guarantee may only be adjusted against Performance Security.

2.20.4 The Authority shall be entitled to forfeit and appropriate the BID Security as Damages inter alia in any of the events specified in Clause 2.20.5 herein below. The Bidder, by submitting its BID pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its BID or for any other

default by the Bidder during the period of BID validity as specified in this RFP. No relaxation of any kind on BID Security shall be given to any Bidder.

2.20.5 The BID Security shall be forfeited and appropriated by the Authority as damages payable to the Authority for, inter-alia, time cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority under the bidding documents and / or under the Agreement, or otherwise, under the following conditions:

a. If a Bidder submits a non-responsive BID as defined in 3.2;
   Subject however that in the event of encashment of Bid Security occurring due to operation of this para. 2.20.5 (a), the damage so claimed by the Authority shall be restricted to 25% of the value of Bid Security.
b. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
c. If a Bidder withdraws its BID during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
d. In the case of Selected Bidder, if it fails within the specified time limit -
   (i) to sign and return the duplicate copy of LOI;
   (ii) to sign the Agreement; or
   (iii) to furnish the Performance Security within the period prescribed therefor in the Agreement; or
e. In case the Selected Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security.

2.20.6 Performance Security

Within 10 (ten) days of signing of Contract Agreement, the successful bidder shall furnish to the Authority a Performance Security in accordance with the provisions of the Agreement and in the format given in this RFP.

3. SECTION-3: EVALUATION OF BIDS

3.1 OPENING EVALUATION AND COMPARISON OF BIDS

3.1.1 The Authority shall open the BIDs received on the BID Due Date at the time specified, at the place specified in Clause 2.11.3 and in the presence of the Bidders who choose to attend. The Authority shall prepare minutes of the BID opening, including information disclosed to those present at the time of BID opening.

3.1.2 Deleted

3.1.3 To facilitate evaluation of BIDs, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its BID.

3.1.4 The Authority will get the BID security verified from the issuing authority and after due verification, the authority will examine and evaluate the BID in accordance with this section 3. The Authority shall evaluate and compare only BIDs found to be responsive in accordance with clause 3.2.

3.2 TESTS OF RESPONSIVENESS

3.2.1 Prior to evaluation of BIDs, the Authority shall determine whether each BID is responsive to the requirements of this RFP. A BID shall be considered responsive only if:

a. Bid is received online as per format at Appendix-I including Annexure A & B;

b. Documents listed at Clause 2.11.2 are received physically before the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;

c. it is accompanied by the Bid Security as specified in Clause 2.1.6 and 2.1.7;

d. it is accompanied by the Power of Attorney as specified in Clauses 2.1.8;

e. it is accompanied by Power of Attorney for Lead Member of Joint Venture and the Joint Bidding Agreement as specified in Clause 2.1.9, if so required; ;

f. it contain all the information (complete in all respects); as requested in this RFP and/or Bidding Documents (in formats same as those specified);

g. it does not contain any condition or qualification; and

h. it is qualified w.r.t clause 1.2.12, 2.1.17, 2.1.18 and 2.1.19 as per details mentioned at Annexure A & B of Appendix - I.

i. it is not non-responsive in terms hereof.

3.2.2 The Authority reserves the right to reject any BID which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such BID.

3.3 SELECTION OF BIDDER

3.3.1 Subject to the provisions of Clause 2.16.1, the Bidder whose BID is adjudged as responsive in terms of Clause 3.2.1 and who quotes lowest price shall be declared as the selected Bidder (the "Selected Bidder"). In the event that the Authority rejects or annuls all the BIDs,

it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder after providing reasonable time for the same.

3.3.2 In the event that two or more Bidders quote the same BID price (the "Tie BIDs"), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

3.3.3 In the event that the Lowest Bidder withdraws or is not selected for any reason in the first instance (the "first round of bidding"), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Lowest Bidder (the "second round of bidding"). If in the second round of bidding, only one Bidder matches the Lowest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Lowest Bidder in the second round of bidding, then the Bidder whose Bid was lower as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth lowest Bidders in the first round of bidding offer to match the said Lowest Bidder in the second round of bidding, the said third lowest Bidder shall be the Selected Bidder.

3.3.4 In the event that no Bidder offers to match the Lowest Bidder in the second round of bidding as specified in above clause, the Authority may, in its discretion, invite fresh Bids (the "third round of bidding") from all Bidders except the Lowest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are lower than the Bid of the second lowest Bidder in the first round of bidding.

3.3.5 After selection, a Letter of Intent (the "LOI"), shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event the duplicate copy of the LOI duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder on account of failure of the Selected Bidder to acknowledge the LOI and next eligible bidder may be considered as per the provisions of Clause 3.3.3& 3.3.4 of RFP.

3.3.6 After acknowledgement of the LOI as aforesaid by the Selected Bidder, it shall cause the bidder to execute the Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

3.4 CONTACTS DURING BID EVALUATION

BIDs shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the BIDs are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the BIDs under consideration.

4. SECTION-4: FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOI or the Agreement, the Authority may reject a BID, withdraw the LOI, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the BID Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOI or the Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder, or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:

a. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly,

with the Bidding Process or the LOI or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under Clause 2.1.14 of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

b. "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;

c. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

d. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

e. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. SECTION-5: PRE-BID CONFERENCE

5.1 Pre-Bid conference of the Bidders shall be convened at the designated date, time and place. A maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

5.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

5.3 The Bidder is advised, as far as possible, to submit the queries in writing or by fax or email and the same should be sent to the Authority on or before the specified date in schedule of bidding process in clause 1.3 of this RFP.

6. SECTION-6: MISCELLANEOUS

6.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

b. consult with any Bidder in order to receive clarification or further information;

c. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or

d. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

6.4 The Bidding Documents and RFQ are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:

a. the Bidding Documents;
b. the RFQ.

i.e. the Bidding Documents at (a) above shall prevail over the RFQ at (b) above.

APPENDIX I: LETTER COMPRISING THE BID

(Refer Clause 2.1.5 & 2.14)

Dated:

Chief Executive Officer
UPEIDA
C-13, 2nd Floor, ParyatanBhawan
Vipin Khand, Gomti Nagar
Lucknow – 226010
Phone: +91 522 2301 492
Fax: +91 522 2301 142
Email: upeida2@gmail.com

Sub.: Bid for the RFP for Development of Purvanchal Expressway Project: Package-I From Chand Sarai (Dist. Lucknow) to Sansara (Dist. Barabanki) (Km (-)0+270 to Km 40+200) in the state of Uttar Pradesh on EPC Basis.

Dear Sir,

With reference to your RFP document dated ……..††,I/we, having examined the Bidding Documents and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the BID and the documents accompanying the BID for selection of the Contractor for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the BID are true copies of their respective originals.

3. This statement is made for the express purpose of our selection as EPC Contractor for the development, construction, rehabilitation and augmentation of the aforesaid Project and maintenance of the Project during the Defect Liability Period.

4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the BID.

5. I/ We acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

†† All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder. If the Bidder is not a JV, the provisions applicable to JV may be omitted

6. I/ We certify that in the last three years, we/ any of the JV partners have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:
   a. I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority.

   b. I/We do not have any conflict of interest in accordance with Clauses 2.1.13 and 2.1.14 of the RFP document; and

   c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any Agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

   d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

   e. the undertakings given by us along with the Application in response to the RFQ for the Project and information mentioned for the evaluation of the BID Capacity in Annexure I were true and correct as on the date of making the Application and are also true and correct as on the BID Due Date and I/we shall continue to abide by them.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.16 of the RFP document.

9. I/We believe that we/our Joint Venture satisfy(s) the Technical Capacity and Financial Capacity criteria and meet(s) the requirements as specified in the RFQ document.

10. I/ We declare that we/ any Member of the Joint Venture or our/Joint Venture member, are not a Member of any other Joint Venture submitting a BID for the Project.

11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Joint Venture or any of our/their Joint venture member have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority

which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Joint Venture or any of our/their Joint venture member have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

13. I/ We further certify that no investigation by a regulatory authority is pending either against us/any member of Joint Venture or against our CEO or any of our directors/ managers/ employees.

14. I/We further certify that we are not disqualified in terms of additional criteria specified by the Department of Disinvestment in their OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply mutatis mutandis to the Bidding Process. A copy of the aforesaid guidelines form part of the RFP at Appendix-V thereof.

15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.

16. I/ We acknowledge and agree that in the event of a change in control of any member of Joint Venture whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFQ, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Joint Venture or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Agreement upto its validity. It would, not withstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

17. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

18. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

19. I/ We have studied all the Bidding Documents carefully and also surveyed the project highway and the traffic. We understand that except to the extent as expressly setforth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.

20. I/ We offer a BID Security of Rs. [1% of the Estimated Project Cost] (*Amount in Words*) only to the Authority in accordance with the RFP Document.

21. The BID Security in the form of a Bank Guarantee is attached.

22. The documents accompanying the BID, as specified in Clause 2.11.1 of the RFP, have been submitted in a separate envelope.

23. I/ We agree and understand that the BID is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me/us or our BID is not opened or rejected.

24. The BID Price has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.

25. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

26. {We, the Joint Venture agree and undertake to be jointly and severally liable for all the obligations of the EPC Contractor under the Contract Agreement }.

27. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the BID Due Date specified in the RFP.

28. I/ We hereby submit our BID and offer a BID Price of Rs._____ (Rupees _____only) for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Bidder/ Lead Member

Note: Paragraphs in curly parenthesis may be omitted by the Bidder, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars.

Appendix I
Annexure –A

Information required to evaluate the BID Capacity under clause 2.1.17 (A):

To calculate the value of "A"

1. A table containing value of Civil Engineering Works in respect to EPC Projects (includes turnkey project/item rate contract/construction works)undertaken by the Bidder during the last 5 years is as follows:

Sl. No.	Year‡‡	Value of Civil Engg. Works undertaken w.r.t. EPC Projects (Rs. In Crores)
1	2016-17 / 2016	
2	2015-16 / 2015	
3	2014-15 / 2014	
4	2013-14 / 2013	
5	2012-13 / 2012	

2. Maximum value of projects that have been undertaken during the F.Y. _____ out of the last 5 years and value thereof is Rs.____Crores (Rupees_____only). Further, value updated to the price level of the year indicated in Appendix VI is as follows:

   Rs. _____ Crores x ____*(Updation Factor as per Appendix VI)* = Rs. _____ Crores (Rupees_____only)

……. ……. Signature, name and designation of Authorised Signatory For and on behalf of ……(Name of the Bidder)	…… …….. Name of the Statutory Auditor's firm: Seal of the audit firm: (Signature, name and designation and Membership No. of authorised signatory)

‡‡Please provide information for only five preceding years from the date of the base year considered for the purpose of the Application in terms of RFQ document.

To calculate the value of "B"

A table containing value of all the existing commitments and on-going workings to be completed during the next 2 years 6 months is as follows:

S No.	Name of Project / Work	Percentage of participation of Bidder in the project	Stipulated period of completion as per Agreement / LOA	Value of Contract as per Agreement / LOA *(Rs. In Crore)*	Value of work Completed *(Rs. In Crore)*	Balance value of work to be completed *(Rs. In Crore)*	Anticipated date of completion	Balance value of work at 2016-17 price level
1	2	3	4	5	6	7	8	3 X 7 X #

Updation Factor as given below:

For Year	F.Y. / Calendar Year	Updation Factor‡	
1	2016-17 / 2016	1.00	
2	2015-16 / 2015	1.05	
3	2014-15 / 2014	1.10	
4	2013-14 / 2013	1.15	
5	2012-13 / 2012	1.20	

The Statement showing the value of all existing commitments 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 of Executive Engineer or equivalent or should be certified by the Statutory Auditor of the Bidder in respect of EPC Projects or Concessionaire / Authorised Signatory of SPV in respect of BOT Projects.

……. ……. Signature, name and designation of Authorised Signatory For and on behalf of ……(Name of the Bidder)	…… …….. Name of the Statutory Auditor's firm: Seal of the audit firm: (Signature, name and designation and Membership No. of authorised signatory)

Date:

Place

Appendix I
Annexure -B

(A) The updated following information w.r.t para. 2.1.18 for the Bidder and each Member of the Joint Venture:

Name of Bidder/ member of Joint Venture:

No.	**Criteria**	**Yes**	**No**
1.	Has the Bidder/ constituent of the Joint Venture been barred by the [Central/ State] Government, or any entity controlled by it, from participating in any project (BOT, EPC or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on Bid Due Date.		
3.	Has the Bidder/ constituent of the Joint Venture paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

(B) The updated following information w.r.t para. 2.1.19 for the Bidder and each Member of the Joint Venture:

Name of Bidder/ member of Joint Venture:

No.	Criteria	1st last year	2nd last year	3rd last year
1	If bidder have either failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or any of its Joint Venture Member, as the case may be, or has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder or any of its Joint Venture Member.			
2.	Updated details of stage of litigation, if so, against the Authority / Governments on all the on-going projects of the bidder or any of its Joint Venture Member.			
3.	Updated details of on-going process of blacklisting if so, under any contract with Authority / Government on the Bidder including any of its Joint Venture member.§§			

§§If specific information is not provided by the Bidder (i.e. cells are left blank or marked with signs like "-"), the Bid shall be held non-responsive.

…….. …….. Signature, name and designation of Authorised Signatory For and on behalf of ……(Name of the Bidder)	…… …….. Name of the Statutory Auditor's firm: Seal of the audit firm: (Signature, name and designation and Membership No. of authorised signatory)

Date:
Place

APPENDIX – II: BANK GUARANTEE FOR BID SECURITY
(Refer Clauses 2.1.7 and 2.20.1)

B.G. No. Dated:

1. In consideration of you, *** **, having its office at *** **, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of …… and having its registered office at …… (and acting on behalf of its JV) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the *** ** Project on [EPC] basis (hereinafter referred to as "the Project") pursuant to the RFP Document dated …… issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at …… and one of its branches at …….. (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.6 read with Clause 2.1.7 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. *** ** (Rupees *** ** only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as setforth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. *** ** (Rupees *** ** only).

4. 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 extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or byregistered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** crore (Rupees *** ** crore only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [***(indicate date falling 180 days after the BID Due Date)].

Signed and Delivered by …….. Bank

By the hand of Mr./Ms ……., its ……. and authorized official.

(Signature of the Authorised Signatory)

(Official-Seal)

APPENDIX III: FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID

(Refer Clause 2.1.8)

Know all men by these presents, We…….. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), …… son/daughter/wife of …… and presently residing at ……., who is presently employed with us/ the Lead Member of our Joint Venture and holding the position of …… , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the **RFP for Development of Purvanchal Expressway Project: Package-I From Chand Sarai (Dist. Lucknow) to Sansara (Dist. Barabanki) (Km (-)0+270 to Km 40+200) in the state of Uttar Pradesh on EPC Basis**, Uttar Pradesh proposed by the Uttar Pradesh Expressways Industrial Development Authority (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/ or upon award thereof to us and/or till the entering into of the EPC Contract with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ……., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF …….. 2…..

For ……..

(Signature, name, designation and address)
of person authorized by Board Resolution (in case
of Firm/Company)/partner in case of partnership firm

Witnesses:

1.

2.

Accepted

……
(Signature)
(Name, Title and Address of the Attorney)

(Notarised)
Person identified by me/ personally appeared before me/
Attested/ Authenticated*
(*Notary to specify as applicable)
(Signature Name and Address of the Notary)
Seal of the Notary
Registration No. of the Notary
Date:……

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure*.

- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

APPENDIX IV: FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF JOINT VENTURE

(Refer Clause 2.2.3)

Whereas the Uttar Pradesh Expressways Industrial Development Authority ("the Authority") has invited Bids from pre-qualified applicants for the **RFP for Development of Purvanchal Expressway Project: Package-I From Chand Sarai (Dist. Lucknow) to Sansara (Dist. Barabanki) (Km (-)0+270 to Km 40+200) in the state of Uttar Pradesh on EPC Basis.** (the "Project").

Whereas, ……., ……., ……. and ……. (collectively the "Joint Venture") being Members of the Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the Request for Qualification (RFQ), Request for Proposal (RFP) and other Bid documents including agreement in respect of the Project, and

Whereas, it is necessary for the Members of the Joint Venture to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture's Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ……..having our registered office at ……., M/s. ……. having our registered office at ……., M/s. ……. having our registered office at ……., and ……. having our registered office at ……., (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s ……. having its registered office at ……., being one of the Members of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the bidding process and, in the event the Joint Venture is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the Joint Venture and submission of its Bid for the Project, including but not limited to signing and submission of all applications, Bid and other documents and writings, participate in pre-bid and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture's Bid for the Project and/ or upon award thereof till the EPC Contract is entered into with the Authority and Compelled.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise

of the powers hereby conferred shall and shall always be deemed to have been done by us/ Joint Venture.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …….. DAY OF ……. 2…..

For ……..

(Signature)
……..
(Name & Title)

For ……..

(Signature)

……..
(Name & Title)

For ……..

(Signature)

……..
(Name & Title)

Witnesses:

1.

2.

……

(Executants)

(To be executed by all the Members of the Joint Venture)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

APPENDIX V: GUIDELINES OF THE DEPARTMENT OF DISINVESTMENT[***]

(Refer Clause 1.2.1)

No. 6/4/2001-DD-II
Government of India
Department of Disinvestment

Block 14, CGO Complex
New Delhi.
Dated 13th July, 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

(a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.

(b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.

(c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

(d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

[***]These guidelines may be modified or substituted by the Government from time to time

(e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.

(f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.

(g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-
(A.K. Tewari)
Under Secretary to the Government of India

APPENDIX VI

Factors to update the value of civil engineering works in respect of EPC Projects executed in any one year during the last five years:

For Year	F.Y. / Calendar Year	Updation Factor‡
1	2016-17 / 2016	1.00
2	2015-16 / 2015	1.05
3	2014-15 / 2014	1.10
4	2013-14 / 2013	1.15
5	2012-13 / 2012	1.20