



**U.P. STATE BRIDGE
CORPORATION LIMITED**

**INVITES
EXPRESSION OF INTEREST (EoI)
FOR
EMPANELMENT OF CIVIL CONTRACTORS
FOR**

Construction of Civil works involving Major & Minor Bridges steel super-structure like plate girder, BOW string girder's for railway spans including launching and co-ordinating with railways authorities for seeking CRS clearance etc

EoI No:

OCTOBER 2020

Issued by:

U.P. State Bridge Corporation Limited

(A Joint Venture of Govt. of Uttar Pradesh)

Reg. Office.-16, Madan Mohan Malviya Marg

Lucknow- 2260 01

Joint Managing Director

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EMPANELMENT OF AGENCIES AS CIVIL CONTRACTOR

U.P. State Bridge Corporation Limited (UPSBC), is a UP Govt. under taking executing various Railway. Road Over Bridges in the territory of Uttar Pradesh and near by state.

The aim of setting in paneling competent Company is to provide a boost to the Rail Infrastructure-rail over bridges in the State of U.P. The objective of the company is to take a leap forward in implementing railway's road over bridges.

There are several rail level crossings in U.P. State, having long pending demands due to construction of new Railway lines by DFCCIL, Gauge Conversion, Doubling of Rail Line necessitated the Construction of Rail Over Bridges

The UPSBC has been entrusted the responsibility of Rail over Bridges in the State of U.P. The UPSBC is seeking the help of experienced civil contractor's. Who have performed civil works of rail over bridges including fabrication, launching of steel girder's, bow string girders for the super-structure of the railway span's. We intent to make joint venture for the above activity including making co-ordination from the railway's authorities and seeking CRS clearance for the construction of rail over bridges.

UPSBC is aiming to complete the above-mentioned task with best possible solutions in shortest possible time. Hence, UPSBC is intended to shortlist and approve the experienced and renowned Civil Contractor to complete Railway's Bridge Work as per Indian Railway Standard Specifications & Designs.

Accordingly, UPSBC is inviting applications from interested Agencies for Empanelment / Registration of Companies / Firms / Agencies as Civil Contractors for work **"Construction of Civil works involving Major & Minor Bridges steel super-structure like plate girder, BOW string girder's for railway spans including launching and co-ordinating with railways authorities for seeking CRS clearance etc"**.

-SD-
JOINT MANAGING DIRECTOR
U.P. State Bridge
Corporation,
Ltd. Lucknow.

LETTER OF INVITATION

Dear Sir/Madam,

U.P. State Bridge Corporation Limited (UPSBC) invites Expression of Interest (EoI) from Firms/Agencies/Contractors for **"Construction of Civil works involving Major & Minor Bridges steel super-structure like plate girder, BOW string girder's for railway spans including launching and co-ordinating with railways authorities for seeking CRS clearance etc"**.

The EoI Document contains the details of information required, brief objective & scope of work, method of evaluation etc. Applicants may submit their responses through e-mail at jmdgzbupsbc@gmail.com or gmcommupsbc@gmail.com in sealed envelopes in prescribed format to the below mentioned address before the closing date and time of submission.

"Setu Bhawan", U.P. State Bridge Corporation Limited (UPSBC), 16, Madan Mohan Malviya Marg, Uttar Pradesh, India – 226001

"Joint Managing Director", U.P. State Bridge Corporation Limited (UPSBC), F, Block, New Kavi Nagar, Ghaziabad, Uttar Pradesh, India – 201001

Queries if any may be E-mailed at jmdgzbupsbc@gmail.com or gmcommupsbc@gmail.com, before the date mentioned in relevant clause.

The applicants are expected to examine all instructions, forms, terms and other details in the EoI document carefully. Failure to furnish complete information as mentioned in the EoI document or submission of a proposal not substantially responsive to the EoI documents in every respect will be at the Applicant's risk and may result in rejection of the proposal. The EoI is not an offer and is issued with no commitment.

-SD-

JOINT MANAGING DIRECTOR
U.P. State Bridge
Corporation, Ltd.
Lucknow.

- 1. PURPOSE OF INVITING EoI:** The purpose of inviting this EoI is to empanel eligible Firms / Agency / Contractors who have experience / capability in Construction of Railway Formation, Embankment and Various Bridges i.e Major Bridge, Minor Bridge, Viaduct & Road Under Bridge / Limited Height Subway.

UPSBC is planning to construct two types of Railway Corridor, as detailed below:

Type-I : In accordance with Indian Railways Standard Specifications, Guidelines & Design parameters.

Type-II : In accordance with modified / revised Specifications, Guidelines & Designs provided by UPSBC for High Speed / Semi High Speed trains.

For Type-I Rail Line projects, Freight trains having axle load of 25T will run at maximum speed of 110Kmph and IR Passenger trains with axle load of 17T will run at a maximum speed of 160Kmph.

For Type-II Rail Line projects, Freight trains having axle load of 25T will run at maximum speed of 110Kmph and IR Passenger trains with axle load of 17T will run at a maximum speed of 160Kmph. In addition to this, UPSBC has also planned to run a Broad gauge semi-high speed EMU (Electric multiple unit) at a speed of 200Kmph initially, to be increased to 250 Kmph after withdrawal of freight trains from system at a later stage, after getting the additional passenger traffic potential.

2. SCOPE OF WORK:

Construction of Civil works involving Major & Minor Bridges steel super-structure like plate girder, BOW string girder's for railway spans including launching and co-ordinating with railways authorities for seeking CRS clearance etc.

- True and proper setting out and layout of the works, providing location marks, benchmarks etc. as per (XYZ) coordinates system adopted by Client, preparation of report and plans.
- The Contractor shall actively co-ordinate with concerned authorities for cutting of trees, shifting of utilities and removal of encroachments etc. and making the project construction area encumbrance free for expeditious execution and completion of works.
- The Contractor shall also obtain necessary permits/approvals of concerned authorities for installation & operation of plants/equipment it.
- Removal of existing tracks i.e. Rails, Sleepers, Fittings, Signal post, signboard etc if any.
- Removal & Stacking of Ballast from existing track if any.
- Dismantling of existing Bridges & Structures if any.

- Relocation of utilities & Removal of existing structures. e.g. Duty Huts/Gates Lodges & existing structures as identified within the ROW.
- General site clearance.
- Construction of various bridges super-structure based on steel I-section, BOW string etc.
- Road Work, Temporary Roads for diversion.
- Other miscellaneous works.
- Rectification of the defects in the completed works during the defect liability period.

Any other item of work as may be required for completing the scope of works including all incidental works in all respects in accordance with the provisions of the contract.

Note:

3 ACCESSING/ PURCHASING OF EOI DOCUMENTS: The "Expression of Interest" (hereinafter referred to as "EoI") document can be downloaded free of Cost from UPSBC's official website i.e. <https://etender.up.nic.in>

4 MODE OF SUBMISSION: This EoI document and credentials required for scrutiny as mentioned in EoI shall be duly signed on all pages by authorized signatory and company stamped & submitted "off-line" i.e. in Hard Copy or "on-line" in scanned copy. The authorised signatory of the applicant must be in possession of Power of Attorney before submitting the signed documents against EoI.

The application duly filled/completed in all aspects should be submitted/reached before closing time of application, in a sealed cover superscripted as "**Expression of Interest for Construction of Civil works involving Major & Minor Bridges steel super-structure like plate girder, BOW string girder's for railway spans including launching and co-ordinating with railways authorities for seeking CRS clearance etc.**" addressing to The "Setu Bhawan", U.P. State Bridge Corporation Limited (UPSBC), 16, Madan Mohan Malviya Marg, Uttar Pradesh, India – 226001

"Joint Managing Director", U.P. State Bridge Corporation Limited (UPSBC), F, Block, New Kavi Nagar, Ghaziabad, Uttar Pradesh, India – 201001

Queries if any may be E-mailed at jmdgzbuupsbc@gmail.com or gmmcommupsbc@gmail.com, before the date mentioned in relevant clause.

5 TYPE OF APPLICANT: The Applicant shall be a single entity, Proprietary Firm, Partnership Firm, Limited/Public Limited Company or JV Firm.

A Firm is not permitted to submit application for empanelment in more than one name i.e. a Firm applying in JV cannot apply individually.

Also, a partner of a firm or a Director of a Firm for which EoI is received cannot be a partner/director in any other Firm for which EoI is received by UPSBC for the instant empanelment.

NATURE OF OWNERSHIP

In case of Proprietary firm/ Concern

An affidavit declaring that his/ her concern is Proprietary concern and he/she is the Sole Proprietor of the concern or a certificate issued by Chartered Accountant/ Registrar of firms stating that his/ her concern/ firm is sole proprietary concern/ firm or any other document to establish that his/ her concern/ firm is sole proprietary firm/ concern.

In case of Partnership Firm

- i) A copy of current Partnership deed
- ii) Copy of registration Certificate for the current partnership deed in the prescribed form issued by the registrar of firms for the charges in the construction of the partnership deed if any.
- iii) Original Special Power of Attorney (duly registered/ notarized as per prevailing law) by all partners of the partnership firm in favour of any Partner for signing the documents in connection with Empanelment, tender document, signing the agreement/ rider agreement(s), witness measurement books, signing the measurement book, correspondence, receiving payments, settlement, compromise, signing of no objection certificate and referring the disputes/ claims to Arbitration etc, on behalf of the Partnership firm, if said Partner is not authorized as per the partnership deed terms and conditions.
- iv) Partnership deed should clearly indicate the share of interest of each individual partner in the partnership firm.
- v) In case the partnership firm claims the credentials of one of its partners for fulfilment of technical eligibility criteria, partnership deed should clearly indicate the share of interest of each individual partner in the partnership firm.
- vi) In case of a partnership firm which submitted EoI claiming the credentials/ experience of a partner as a partner of another partnership firm(s)/ joint venture(s), either of the following document shall be submitted along with the EoI without fail.

The copies of those partnership/ joint venture deeds covering the period from the date of commencement to the date of completion of the work for which credential/ experience certificate is submitted, as the case may be mentioning the share of the partner/ firm should be submitted along the tender.

Or

The copies of the experience certificate issued to the partner/ partnership firm mentioning share of interest in that partner/ firm.

If these documents are not submitted along with EoI, then the credentials/ experience as claimed by that partner shall not be considered.

In case of Limited Company

- i) Copy of Memorandum of Association and articles of Association of the company.
- ii) Copy of incorporation certificate of the company
- iii) Copy of certificate issued by Registrar of Companies in regard of change of name, if any.
- iv) Copy of Power of Attorney/ Special Power of Attorney (duly registered as per prevailing law) in favour of authorized person of the company for signing the document on behalf of the company in original and Board of directors resolution of the company duly certified by company Secretary/ Auditor/ Competent Authority in regard to authorization given to Director/ Managing Director etc to issue Power of Attorney on behalf of the company.
- v) Copy of complete documents establishing the Merger/ Demerger/ Conversion/ taking over/ acquisition/ sale etc with a Limited company/ Partnership firm/ Proprietor etc together with the documents establishing the transfer of assets/ liabilities/ credentials to the transferee company from the transferor company if applicable.
- vi) In case, the limited company which submitted EoI, claims the credentials/ experience as a partner/ member of another joint venture(s)/ limited company, either of the

following documents shall be submitted along with the EoI without fail. The copies of those partnership/ joint venture(s) deeds covering the period from the date of commencement to the date of completion of the work for which credential/experience certificate is submitted, as the case may be, mentioning the share of the limited company should be submitted along with EoI.

Or

The copies of the experience certificated issued to the limited company mentioning the share of interest in that partnership/ joint venture(s) deeds.

If these documents are not submitted along with EoI, then the credentials/ experience as claimed by the limited company shall not be considered.

In case of Joint Venture Firms

- a) Copy of Memorandum of understanding of joint venture firm (Joint venture agreement) as per the format in **Annexure –IV** on a non – judicial stamp paper of appropriate value as per the stamp duty act.
- b) In case of partnership firm as partner of JV, then the consent of all partners of the partnership firm to enter into the joint venture agreement on a stamp paper of an appropriate value in original. In case of limited companies, copy of Board of Directors resolution of the company duly certified by company Secretary/ Auditor/ Competent Authority consenting agreeing for entering into joint venture agreement.
- c) Power of Attorney (duly registered/ notarized as per prevailing law) in favour of any Partner/ partnership firm (partner of JV) or authorized signatory in case of limited company (partner of JV) for signing the documents in connection with Empanelment, tender document, signing the agreement/ rider agreement(s), witness measurement books, signing the measurement book, correspondence, receiving payments, settlement, compromise, signing of no objection certificate, if empanelled and any contract is awarded and referring the disputes/ claims to Arbitration etc, on behalf of the joint venture, if the same is not covered by the JV agreement terms and conditions.
- d) In case of members belonging to sole proprietary concern/ firm partnership firms/ limited companies, additional documents, as applicable for those entities and as indicated in this document, should also be furnished.

In case, a JV firm which submitted EoI, claims the credentials/ experience of any member of the JV as a partner/ member of another Partnership firm(s)/ joint venture(s) / limited company, either of the following document shall be submitted along with the EoI without fail.

Copies of those partnership/ joint venture(s) deeds covering the period from the date of commencement to the date of completion of the work for which credential/ experience certificate is submitted, as the case may be, mentioning the share of the said member in the JV/ Partnership should be submitted along with EoI.

Or

The copies of the experience certificate issued for the said member, the JV firm mentioning the share of interest in that partnership/ joint venture(s) deeds.

If these documents are not submitted along with EoI, then the credentials/ experience as claimed by the limited company shall not be considered.

In case of HUF/ Society or any other type organization/ firm, documents in support of registration, formation, working instructions of the organization and POA (power of attorney) in favour of authorized signatory etc., has to be submitted along with the EoI.

Any other document considered necessary for evaluation of the offer.

The decision of UPSBC regarding corrections/suitability of the certificates is final and the Applicant shall not have any claim whatsoever in this regard.

Partnership firm: Instructions for submitting response by partnership firms

The Partnership Firms submitting their EoI should be legally valid under the provisions of Indian Partnership Act. The partnership Firm should submit the documents as applicable and as stated in this document without fail.

The partnership firm should have been in existence or should have been formed prior to submission of EoI. Partnership firm should have been registered with the competent registrar of the firms as per Indian Partnership Act prior to the last date of submission of EoI. Any change in the formation/character of the firm subsequent to the submission of EoI shall normally not be considered by UPSBC. If any partner/s withdraw from the firm after submission of EoI and the remaining partners do not meet the eligibility criteria or qualifying requirements, the EoI / Empanelment / Contract, if awarded any, shall be rejected and it shall be treated as resiling from the EoI / Empanelment / Contract and Refundable security deposit or EMD/Performance Guarantee/Security deposit, submitted if any, shall be forfeited. Addition of any new partner to the firm after submission of EoI shall not qualify for eligibility either individually or in proportion to his share in the firm.

After submission of EoI, the partnership firm, constitution of the partnership firm shall not be modified/alterd during the validity of empanelment and currency of contract including defect liability period if any.

Separate identity/name should be given to the partnership firm. The valid constituents of the firm shall be called partners.

A Partner of the firm shall not be permitted to participate either in his individual capacity or as a partner of any other firm in the same Empanelment process.

The EoI for Empanelment shall be submitted only in the name of partnership firm and not in the name of any constituent partner.

One or more of the partners of the firm shall be on behalf of the firm, be authorized by all the partners to act on behalf of the firm through a "Power of Attorney" specifically authorizing him/them to submit & sign the documents in connection with Empanelment, and if the Firm gets empanelled then to sign tender document and sign the agreement, if any work is awarded, receive payment, witness measurements, sign measurement books, make correspondences, compromise, settle, relinquish any claim(s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to Arbitration and to take similar such action in respect of the said EoI / Empanelment or tender / contract, if awarded any, in case such authorisation is not informed in the partnership deed. In case of partnership firm with foreign partner(s), the authorized partner has to be an Indian. All the notices/correspondences, with respect to the Empanelment or tender or contract, if awarded any, shall be sent only to authorized member or on the name of partnership firm.

A copy of current partnership deed (latest amended) shall be submitted along with the EoI. No deed will be accepted after submission of the EoI. Once the EoI has been submitted, the constitution of firm shall normally not be allowed to be modified/alterd/terminated during the validity of the Empanelment as well as the currency of the contract, if awarded any, except when modification becomes inevitable due to succession laws etc., in which case prior permission should be taken from UPSBC and in any case the eligibility criteria adopted by UPSBC should not get vitiated. The reconstitution of firm in such cases should be followed by a registered reconstituted Deed. The approval for change of constitution of the firm, in any case, shall be at the sole discretion of UPSBC and the Applicant shall have no claims what so ever.

The share of equity of partners should be clearly mentioned in the partnership deed along with share of profit and loss. On award of the contract to the partnership firm, a single performance guarantee shall be submitted by the firm as per tender conditions. All the guarantee like Performance guarantee, guarantee for Mobilization advance, Plant & Machineries advance shall be submitted only in the name of the partnership firm and no splitting of guarantees among the partners shall be acceptable.

On issue of LOA, contract agreement with partnership firm shall be executed in the name of the firm only and not in the name of any individual partner.

The partnership firm shall be bound by following clauses:-

- a) Joint and several liabilities:- The Partners of the firm to which the contract is awarded, shall be jointly and severally liable to UPSBC for execution of the contract in accordance with conditions of the contract. The partners shall also be liable jointly and severally for the loss, damages caused to UPSBC during the course of execution of the contract or due to non-execution of the contract or part thereof.
- b) Duration of the partnership deed and partnership firm agreement:- On award of the work to the partnership firm, constitution of the partnership firm shall not be modified/alterd for any work awarded in connection with this Empanelment during currency of contract including extended period if any.
- c) Governing Laws - The partnership firm agreement shall in all respect be governed by and interpreted in accordance with the Indian Laws.
- d) No partner of the firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other partner and that of UPSBC in respect of the tender/contract.

JOINT VENTURES: INSTRUCTIONS FOR SUBMITTING RESPONSE BY J.V FIRMS

Separate identity/name shall be given to the Joint Venture firm offering this EoI.

Number of partners in a JV firm shall not be more than three.

A member or partner of JV firm shall not be permitted to participate either in his individual capacity or as a member of any other JV firm.

One of the members of the JV Firm shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV Firm. The other members shall have a share of not less than 20% each in case of JV Firms. In case of JV Firm with foreign member(s), the Lead Member has to be an Indian Firm with a minimum share of 51%.

A copy of Memorandum of Understanding (MOU) executed by the JV members shall be submitted by the JV Firm along with the EoI. The complete details of the members of the JV Firm, their share and responsibility in the JV Firm etc., particularly with reference to financial, technical and other obligations shall be furnished in the MOU to be submitted as per **Annexure-IV**.

Once the EoI is submitted, the MOU shall not be modified / altered / terminated during Empanelment process or during the validity of the Empanelment or during the currency of any contract, if awarded. In case the Firm / Agency fail to observe / comply with this stipulation, the full Refundable Interest free deposit or Earnest Money Deposit (EMD)/ Performance Guarantee / Security Deposit, if any submitted by the Firm, shall be liable to be forfeited.

Approval for change of constitution of JV Firm shall be at the sole discretion of the Employer (UPSBC). The constitution of the JV Firm shall not be allowed to be modified after submission of the EoI by the JV Firm, except when modification becomes inevitable due to succession laws etc., and in any case the eligibility criteria adopted by UPSBC should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV Firm. Failure to observe this requirement would render the Empanelment invalid.

Similarly, after Empanelment, during tendering stage or during entire currency of contract, if awarded, the constitution of JV Firm shall not be allowed to be altered except when modification becomes inevitable due to succession laws etc., and in any case the eligibility criteria adopted by UPSBC should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.

On award of contract to a JV Firm, a single Performance Guarantee shall be submitted by the JV Firm as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilisation Advance, etc., shall be accepted only in the name of the JV Firm and no splitting of guarantees amongst the members of the JV Firm shall be permitted.

On issue of LOA (Letter of Acceptance), an agreement among the members of the JV Firm (to whom the work has been awarded) shall be executed and got registered before the Registrar of the Companies under Companies Act or before the Registrar / Sub-Registrar under the Registration Act, 1908. This JV Agreement shall be submitted by the JV Firm to the UPSBC before signing the contract agreement for the work. In case Firm / Agency fails to observe / comply with this stipulation the full Earnest Money Deposit (EMD) shall be forfeited and other penal actions due shall be taken against partners of the JV and the JV firm.

This Joint Venture Agreement shall have, inter-alia, following Clauses:

- a) **Joint and Several Liability:** Members of the JV Firm to which the contract is awarded, shall be jointly and severally liable to the Employer (UPSBC) for execution of the project in accordance with Tender conditions. The JV members shall also be liable jointly and severally for the loss damage caused to the UPSBC during the course of execution of contract or due to non-execution of the contract or part thereof.
- b) **Duration of the Joint Venture Agreement:** The JV agreement shall be valid during the entire currency of the contract including the period of extension, if any, and the Defect Liability period after the work is completed as contemplated in the conditions of the contract. It is the sole responsibility of the JV firm and the Lead Partner to ensure the above requirement and failure to extend the validity by the JV firm or Lead Partner shall be deemed to be breach of contract on the part of JV firm and the joint and several liability of the partners and members of the JV firm shall continue to be valid till the extensions and the Defect Liability period of the contract is over.

- c) **Governing Laws:** The Joint Venture Agreement shall in all respect be governed by and interpreted in accordance with Indian laws.

Authorized Member: Joint Venture members shall authorize one of the members on behalf of the JV firm to deal with the Empanelment process, tender process, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done, to sign measurement books and similar such action in respect of the said tender/contract. All notices/correspondences with respect to the Empanelment or tender or contract would be sent only to this authorized member of the JV firm.

No member of the Joint Venture Firm shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of the employer (UPSBC) in respect of the any tender / contract awarded.

In case of one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:- Affidavit on Stamp Paper of appropriate value declaring that his / her concern is a Proprietary Concern and he / she is sole proprietor of the concern or he/she is in position of "KARTA" of Hindu Undivided Family (HUF) and he / she has the authority, power and consent given by other partners to act on behalf of HUF.

If the JV is dissolved on account of death, retirement of any partner or for any reason what so ever, after submission of EoI, during Empanelment process or after Empanelment, the JV Firm is liable to be delisted from the Empanelled list, on the sole discretion of UPSBC. The decision of UPSBC shall be final and binding on the Firm / Agency.

If the JV is dissolved on account of death, retirement of any partner or for any reason what so ever, before fully completing the whole work or any part of it, undertaken by the contract agreement, the survived partners shall remain jointly, severally and personally liable to complete the whole work to the satisfaction of the UPSBC and to pay compensation for loss sustained if any by the UPSBC due to such dissolution. The amount of compensation shall be decided by the UPSBC and this shall be final and binding on the Firm / Agency.

6 COST OF EOI RESPONSE: The Firm/Agency/Company shall be responsible for all the costs associated with the preparation of their Expression of Interest and their participation in the Selection Process. UPSBC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

7. ISSUE OF ADDENDUM/CORRIGENDUM: UPSBC may issue addendum(s)/ corrigendum(s) to the EoI document. In such case, the addendum(s)/ corrigendum(s) shall be issued and placed on website <https://etender.up.nic.in> till **03 days** before the closing time of EoI except for postponement of submission and cancellation of EoI, the corrigendum for which can be issued till the time of closing of EoI. This shall be the responsibility of the prospective firm/agency to check the website for any such corrigendum/addendum till the time of closing time of EoI and ensure that EoI submitted by them are in accordance with all the corrigendums /addendums.

8 EoI PROCESSING FEES: A non-refundable processing fee for Rs. 50,000/- (Fifty Thousand) in the form of a Demand draft or a Pay Order drawn in favour of "U.P. STATE BRIDGE CORPORATION LIMITED" Payable at Lucknow has to be submitted along with the EoI response. Alternatively, the Applicant can also submit the Processing fees online through RTGS/NEFT. EoI received without or with inadequate EoI processing fees shall be liable to get rejected.

The Applicant who wish to submit the Processing Fees online, shall e-mail their ~~Requirements~~ provided with the Bank details submission of Fees.

UPSBC will not be responsible for any failure in online transaction and if the transaction made by the Applicant for processing fees is not reflected in UPSBC account before closing time for submission of EoI, the Application shall be considered incomplete.

9 REFUNDABLE INTEREST FREE DEPOSIT: The Firm/Agency/Company shortlisted for empanelment will be required to submit a refundable, interest free Deposit of Rs. 5,00,000/- (Five Lacs). The empanelled Agencies will be required to maintain a refundable, interest free Deposit of Rs. 5,00,000/- (Five Lacs) during the validity period of Empanelled list for their being eligible for participation in Limited Tenders of UPSBC.

10 RESPONSIVENESS OF EoI: The EoI shall be declared non- responsive if the EoI submitted is conditional.

11 CURRENCY: Unless otherwise specified, all the financial values shall be considered only in Indian rupees. The Expression of Interest and all related correspondences shall be written in Indian Currency.

12 EVALUATION OF CREDENTIALS FOR EMPANELMENT: The Firms / Agencies/Contractor shall be empanelled with UPSBC for the subject Empanelment based on their following details :

- Geographical Presence or Address (i.e. ease of accessibility of the Firm from Maharashtra)
- Year of establishment
- List of Employed Personnel, their Qualifications, field of specialisation, Details and number of years of their experience & Curriculum Vitae.
- Similar works Completed by the Firm in last 7 Years ending last day of the previous month in which EoI is invited.
- Work in Progress with date of Award, Target Date of completion, Cost of work & Payment received till last day of the previous month in which EoI is invited (This statement shall be duly certified by Chartered Accountant).
- Financial Turnover (Construction only) /contract receipts during last 5 Financial years and the current financial year up to the end of the previous month in which EoI is invited.
- Average Annual Turnover (Construction Only) shall be calculated based on the Financial Turnover of last Five Financial Years. Year in which no turnover is shown would also be considered for working out the average turnover.
- Bid Capacity (to be evaluated on the basis of practice adopted by UPSBC).
- Equipment, Plant & Machineries available with the Firm for the specific purpose.

Note:

1. In case of Partnership Firm, each partner must provide jointly and severally, details of similar nature of work completed during last 7 years, Work in Progress and Financial Strength in the Form Provided in EoI.
2. In Case of JV Firm, each member must provide details of similar nature of work completed during last 7 years, Work in Progress and Financial Strength in the Form Provided in EoI.

13 EVALUATION CRITERIA AND METHOD OF EVALUATION: The Shortlisting of Firms shall be done based on the marks obtained by the firm after evaluation of firm's experience, credentials etc. Screening of EOIs shall be carried out as per criteria decided by UPSBC and based on testimonials submitted. EoI will be evaluated for short listing inter alia based on their past experience of handling similar nature of work by the Firm during last 7 Years, strength of their man power & their qualification, financial strength of firm, Work in Progress, Year of establishment, Bid Capacity, Geographical Presence, Equipment, Plant & Machineries available with the Firm for the specific purpose and presentation / proposal to the selection / evaluation committee whose decision will be final.

14 SIMILAR WORK:

Construction of Civil works involving Major & Minor Bridges steel super-structure like plate girder, BOW string girder's for railway spans including launching and co-ordinating with railways authorities for seeking CRS clearance etc.

LANGUAGE: The Expression of Interest and all related correspondences shall be written in English language. If any supporting document, attached to the Expression of Interest, is in any other language the same will be supported by an English translation (duly authenticated/ attested from issuing authority) and in case of any ambiguity, the translation (original as translated by representative of UPSBC) shall prevail.

15 MODE OF COMMUNICATION: No oral conversations with any official, agent, or employee of UPSBC shall affect or modify any terms of this EoI. All communications between UPSBC and the Applicant must be through email or written communication.

16 CRITICAL DATES:

APPLICATION SCHEDULE		
1.	Start Date of downloading EoI documents/ Application Form	
2.	Last date for submission of queries (Queries may be submitted to_ https://etender.up.nic.in	
3.	Last Date & Time of submission of application	

17. INSTRUCTIONS TO APPLICANTS:

Firms / Agencies / Contractors shall furnish full credential and other required information. Application for Empanelment received in any other form will be summarily rejected and will not be considered for registration.

The panel of Firms / Agencies / Contractors so prepared, shall be initially valid/effective for a period of 18 months from the date of empanelment.

The empanelled list will be for the official use of UPSBC and shall therefore be treated as confidential record of UPSBC and will not be supplied to any Firm / Agency in any case.

The empanelled contractor(s) shall be eligible to participate in Limited Tender notification issued by UPSBC in connection with subject Empanelment. Based on the tender conditions, UPSBC will assess the bids and award of work will be given to selected contractor.

This document is neither an offer letter nor a legal contract, but an invitation for expressing interest for empanelment as Civil Contractor with the UPSBC. Submission of the application for registration does not confer any right in regard to award of any contract, except for being considered for empanelment.

Submission of the application for registration also does not guarantee for empanelment of all the applicants. UPSBC reserves the right to accept or reject any or all the EoI offers without assigning any reason therefore.

The empanelment made is liable for revocation or cancellation, if it is found at any time that the particulars furnished by the Agency are false.

The empanelment made is not transferable.

The Firm / Agency should be well acquainted with all existing Acts, Rules, Regulations, orders and Byelaws including all Statutory amendments and enactments of State or Central Government and other local authorities and any other Enactments, Notifications and Acts that may be passed in future either by the state or the Central Government or local authorities in respect of Labour and Service Regulations.

A list of similar works completed by the Firm during last 7 Years; Financial turnover during last five years and current financial year (CA Certified copy); Work in Progress with date of Award, Target Date of completion & Cost of work; Details of Key Personnel, their Qualifications, field of specialisation, details and number of years of their experience & Curriculum Vitae; Plant & Machinery owned by the Firms / Agencies / Contractors is required to be furnish in the documents.

There will be no facility of standing earnest money with empanelled Agencies at the time of Tendering. Separate earnest money has to be deposited with each and every Tender as per the Tender conditions.

UPSBC may empanel the eligible Firms in 2 categories: lower and higher slabs (Tender Packet Size). The lower slab & higher slab may be for works upto Rs. 250 crores and above Rs. 250 crores, respectively. However, final decision regarding value of slabs will be taken by MRDIC during scrutiny of Expression of Interests.

Depending upon the credentials submitted by the Firms, a few Firms/Agencies may be empanelled in both the slabs.

A Firm empanelled in a higher slab shall be ineligible for lower slab works and vice-versa. A maximum of Ten (10) Firms / Agencies shall be empanelled with UPSBC for the subject work in each slab.

The number of Firms to be empanelled in each slab and value of both slabs will be decided by UPSBC and it shall be finalized at the time of evaluation process and based on the credentials of applicants.

In case slab categorisation is dispensed with by UPSBC, a total of ten (10) Firms / Agencies may only be empanelled for the subject work.

The packet size of the tenders will be decided by UPSBC, based on site conditions and requirement of work. Empanelled Agencies will have no say in this regard and no request in this matter will be entertained by UPSBC.

Selection of Firms and number of Firms to be empanelled in each slab or the total number of Firms to be empanelled if slab categorisation is dispensed with, is to be decided by UPSBC. The Firm / Agency submitting EOI will have no say in this process. Any decision in these regards will be at the sole discretion of UPSBC.

UPSBC reserves the right to incorporate / not incorporate Eligibility and Qualification criteria at the tendering stage for tenders floated by UPSBC in connection with this Empanelment and the eligibility of Empanelled Agencies will be assessed based on the EQC, if incorporated, in respective tenders. The Empanelled Firm / Agency will have no say in this regard. Any decision in this matter will be at the sole discretion of UPSBC.

Firms / agencies within Maharashtra or near to Maharashtra may be preferred due to distance advantage, if otherwise they are found suitable for empanelment.

The applicants are advised to attach any additional information which he thinks fit and necessary in regard to proving his capabilities. No further information will be entertained after submission of the application unless it is specifically called for by UPSBC.

18 WITHDRAWAL: In case any Firm/Agency/Contractor has withdrawn his Expression of Interest after empanelment, the refundable, interest free Deposit submitted by Firm/Agency/Contractor shall be forfeited.

19 CONFIDENTIALITY: The Firm/Agency/Contractor/Applicant hereby warrants and undertakes, except with the consent of UPSBC, not to use or disclose any information obtained by him under this Agreement unless and until such information becomes generally available to the public.

20 TERMS & CONDITIONS FOR CANCELLATION OF EMPANELMENT:

1. The Competent authority on specific reasons / remarks may remove the name of an Agency / Firm from the empanelled list, if the Agency:
 - a) Has on one or more than one occasion failed to execute a contract or has executed it unsatisfactorily or has poor performance
(or)
 - b) Has entered into litigations / disputes with UPSBC
(or)

- c) Fails to abide by the conditions of empanelment or is found to have given false particulars / information at the time of empanelment
(or)
- d) Persistently violates any important condition(s) of the contract
(or)
- e) Is proved to be responsible for executing the works with defects in a number of cases
(or)
- f) Is declared or in the process of being declared bankrupt or insolvent, or wound up or dissolved or partitioned
(or)
- g) Persistently violates the Labour Regulations and Rules
(or)
- h) Assigns or sublets the contract or any part thereof otherwise than as provided for under conditions of the contract.

Note: *If Firm's Empanelment is cancelled due to the above mentioned reasons, Interest free deposit to be forfeited, Earnest Money Deposit of any tender under consideration to be forfeited, contract awarded if any, to be terminated with penalty decided by UPSBC and firm may be black-listed for 05 years.*

21. CONFLICT OF INTEREST:

1. Where there is any indication that a conflict of interest exists or may arise, it shall be the responsibility of the Firm/Agency/Contractor to inform UPSBC, detailing the conflict in writing as an attachment to this EoI.
2. UPSBC will be the final arbiter in cases of potential conflicts of interest. Failure to notify UPSBC of any potential conflict of interest will invalidate any verbal or written agreement.

23. ARBITRATION

1. Selection of Firms, number of Firms to be empanelled and restriction of participation in all or some of the tenders of the respective slabs, is to be decided by UPSBC. The Firm / Agency submitting EoI will have no say in this process. Any decision in these regards will be at the sole discretion of UPSBC.
2. All disputes or differences whatsoever arising between the parties in the contracts awarded subsequently after Empanelment shall be settled by arbitration. Claims / counter claims to be arbitrated upon shall be referred to a sole Arbitrator, to be appointed by the MD, UPSBC. The award made in pursuance thereof shall be binding on both the parties. Such arbitration shall be governed by the Indian Arbitration and Conciliation Act 1996.
3. It is hereby further agreed between the parties that the stamp duty payable under the law in respect of the agreement subsequent to the award of work shall be borne by the Agency/Firm.

24. LAW AND JURISDICTION:

The Selection 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 Selection Process.

25. DISCLAIMER AND DISCLOSURES:

1. This EoI is not an offer to enter into a contract.
2. This EoI is a description of the UPSBC's objectives and requirements articulated in a structured manner to enable UPSBC to evaluate all the responses received and make an informed decision.
3. UPSBC makes no commitments, implied or otherwise, that the issuance of this EoI, the Contractor's preparation and submission of a response and subsequent evaluation of the Contractor's response can result in a business transaction with the Contractor or any other participant, even if all the requirements in the EoI are met.
4. UPSBC reserves the right to accept or reject any response either in whole or in part, and to enter into discussions with any one or more prospective participant/applicant at the same time and/or at any time, and to cancel EoI at any time without incurring any liability.
5. In no event can the UPSBC and its employees have any liability for any direct, indirect, special, punitive, consequential or any other damages (including, without limitation, lost profits) relating to the subject matter of this EoI or to awarding (or not awarding) any contract/ work to any applicant.
6. UPSBC reserves the right to modify the empanelment criteria, to decide on cutoff date of implementation, to accept or reject any application, to annul the empanelment process, to reject all applications or accept new applications at any time, without assigning any reason or incurring any liability to the applicants.
7. UPSBC reserves the right to call open tenders for same work or part of a work for which this EoI is invited in which Firms / agencies not empanelled in this process but meeting the laid down qualification criteria for the tender can participate. For such tenders, the empanelled Firms/Agencies under this process meeting the stipulated criteria of tender can also participate.
8. The Firms empanelled for each slabs, may / may not be allowed to participate in all the tenders of the respective slabs, depending upon the number of contracts awarded to them or the status of progress in the awarded contract.
For example; if a firm already has one or two works with UPSBC in progress or if the performance of the Firm in work awarded to them by UPSBC is poor, then the UPSBC reserves the right to not issue tender documents to that Firm. Empanelled Agencies will have no say in this regard. UPSBC's decision shall be final and binding to the Empanelled Agencies.
9. UPSBC reserves the right to verify all statements, information and documents, submitted by the prospective Firms in response to the EoI document, if required. In any case, the Firm shall not be relieved of its obligations or liabilities hereunder nor will it affect any rights of the UPSBC thereunder.
10. Applicants must advise UPSBC immediately in writing of any material change to the information contained in the EoI application, including any substantial change in their ownership or their financial or technical capacity. Copies of relevant documents must be submitted with their advices. For successful applicants, this requirement applies until a contract is awarded as a result of subsequent bidding process.
11. The word Firm, Agency, Contractor and applicant referred in this document, represent the same meaning.

FORMAT FOR LETTER OF RESPONSE

Ref No.:

Date:

To,
 Managing Director,
 16, Madan Mohan Malviya Marg
 U.P. State Bridge Corporation Limited,
 Lucknow-226001

Dear Sir,

Subject: RESPONSE To–Expression of Interest (EoI) for Empanelment of Civil Contractor for
“Construction of Civil works involving Major & Minor Bridges steel super-structure like plate girder, BOW string girder's for railway spans including launching and co-ordinating with railways authorities for seeking CRS clearance etc.”.

1. We, the undersigned, offer the following information in response to the Expression of Interest sought by you vide your Notification Nodated.....
2. We are duly authorized to represent and act on behalf of _____(hereinafter the “respondent”).
3. We are attaching with this letter, the copies of the supporting documents as required.
4. We shall assist UPSBC and/ or its authorized representatives to obtain further clarification from us, if needed.
5. UPSBC and/ or its authorized representatives may contact the following nodal persons for further information on any aspects of the Response S. No.....

Contact Name	:	Address	:
Telephone/Mobile	:	E Mail	:
6. **This application is made in the full understanding that:** UPSBC reserves the right to consider or not to consider any or all applications, cancel the EoI without any obligation to inform the respondent about the grounds of same.
7. In response to the EoI, we hereby submit the following details annexed to this application –
 - a.
 - b.
 - c.
8. Copies of Completion Certificates are enclosed.
9. Write up regarding experience and expertise in Railway Earthwork and Bridges.
10. The undersigned declare that the statements made, and the information provided in the duly completed application are complete, true, and correct in every detail.

Authorized Signatory
Name:
Designation:

FORM - I
APPLICATION FORM FOR EMPANELMENT

Information to be furnished by the Applicant

Sr. No.	Particulars	Details
1.	Name of Agency / Firm / Contractor	
2.	Year of Establishment / Incorporation Details	
3.	Status of Firm (Proprietorship/Partnership/Limited/JV Firm/Any other)	
4.	Complete Address for Communication	
5.	Contact Person & Designation	
6.	Telephone No.	
7.	Mobile No.	
8.	Fax No.	
9.	Email ID	
10.	Details regarding Demand Draft/ Pay order for Application / Processing Fee (Non-Refundable) as mentioned in EoI.	
11.	Mandate Form	Attached Separately in Form II
12.	List of Current Contract Commitments / Works in Progress of the Firm	Attached Separately in Form III
13.	List of similar nature of work completed during last 7 years	Attached Separately in Form IV
14.	Financial Status of last 5 years including current Financial year	Attached Separately in Form V
15.	Details of Directors/Partners/Proprietors	Attached Separately in Form VI
16.	List of permanent professional Employees and Key Personnel mentioning their specialization, qualifications, experience and association with the firm	Attached Separately in Form VII & VIII
17.	Details of Plants & Machineries and other equipment available with the firm	Attached Separately in Form IX
18.	Details of Litigation / Disputes over last 7 years	Attached Separately in Form X
19.	Details of Awards	Attached Separately in Form XI
20.	Details of Empanelment / Registration with Govt. Agency/Dept./Firms etc.	Attached Separately in Form XII
21.	Job / Work assigned during Period of Empanelment / Registration	Attached Separately in Form XIII
22.	Information form for JV Firms and Joint Venture share & PoA details	Attached Separately in Form XIV & XIVA
23.	Affidavit	Attached as Annexure-I
24.	Power of Attorney to Authorized signatory	Attached as Annexure-II
25.	Power of Attorney to lead member of JV Firm	Attached as Annexure-III
26.	Memorandum of understanding for Joint Venture Agreement	Attached as Annexure-IV
27.	Pro-forma letter of participation from each partner of Joint Venture (JV)	Attached as Annexure-V

Note: Brochure with incorporation Certificates, Pan Card, GST Registration No, shall be submitted by the Firm

Date:

Place:

Company Seal

Signature of Authorized Signatory

Name:

Designation:

FORM-II

MANDATE FORM

(To be printed on the letter head of the company)

To
**U.P. State Bridge Corporation
 Ltd. (UPSBC)**

Dear Sir,

Authorization for payment through Electronic Fund Transfer System (RTGS/NEFT)

We hereby authorize U.P. State Bridge Corporation Ltd. (UPSBC) to make all our payments, including refund of interest free deposit/earnest money, through Electronic Fund Transfer System (RTGS/NEFT). The details for facilitating the payments are given below:

(TO BE FILLED IN CAPITAL LETTERS)

1	NAME OF THE BENEFICIARY	
2	ADDRESS WITH PIN CODE	
3	i. TELEPHONE NO WITH STD CODE	
	ii. MOBILE NO.	
4	BANK PARTICULARS	
A	BANK NAME	
B	BANK TELEPHONE NO WITH STD CODE	
C	BRANCH ADDRESS WITH PIN CODE	
D	BANK FAX NO WITH STD CODE	
E	11 CHARACTER IFSC CODE OF BANK (EITHER ENCLOSE A CANCELLED CHEQUE OR OBTAIN BANK CERTIFICATE AS APPENDED)	
F	BANK ACCOUNT NO. AS APPEARING ON THE CHEQUEBOOK	
G	BANK ACCOUNT TYPE (TICK ONLY)	SAVING/ CURRENT/ LOAN/ CASH/ CREDIT/ OTHERS
H	IF OTHER SPECIFY	
5	PERMANENT ACCOUNT NO. (PAN)	
6	EMAIL ADDRESS	

I/We hereby declare that particulars given above are correct and complete. If the transaction delayed or credit is not affected at all for reasons of incomplete or in correct information, I/we would not hold UPSBC responsible, Bank charges for such transfer will be borne by us.

Date.....

SIGNATURE
 (AUTHORISED SIGNATORY)
 Name.....

BANK CERTIFICATION

It is certified that the above-mentioned beneficiary hold bank account no without branch and bank mentioned above are correct.

Date.....

SIGNATURE
(AUTHORISED SIGNATORY)
Name.....
OFFICIAL S

FORM - III

DETAILS OF CURRENT CONTRACT COMMITMENTS / WORKS IN PROGRESS OF THE FIRM

Applicant, each member of a JV (if applicable) and in case of Partnership Firm each partner, jointly & severally should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued. This statement shall be duly certified by Chartered Accountant.

Sr. No.	Name and place of work	Authority /agency for whom the work is being carried out	Date of award & agreement No. & Date	Date of completion (Original/ actual)	Agreemental cost of work/likely cost	Scope of Work of the Firm	Page No. at which relevant certificate/ Documents are attached	Payment taken Till last day of the previous month in which Eol is invited.
1.								
2.								
3.								
4.								
5.								

FORM - IV

DETAILS OF SIMILAR NATURE OF WORKS COMPLETED BY THE FIRM

Applicant, each member of a JV (if applicable) and in case of Partnership Firm each partner, jointly & severally must provide details of similar nature of work completed during last 7 years ending last day of month, previous to the month in which EoI is invited.

Sr. No.	Name and place of work	Authority /agency for whom the work was carried out	Date of award & agreement No. & Date	Date of completion (Original/ actual)	Agreemental cost of work/ actual cost	Scope of Work of the Firm	Page No. at which relevant certificate/ Documents are attached	Payment taken Till last day of the previous month in which EoI is invited.
1.								
2.								
3.								
4.								
5.								

Note: Value of completed work done by a Firm in his earlier capacity as JV firm shall be reckoned only to the extent of the concerned firm's share in that JV Firm.

FORM -V

FINANCIAL STATUS OF LAST 5 YEARS INCLUDING CURRENT FINANCIAL YEAR

Applicant, each member of a JV (if applicable) and in case of Partnership Firm each partner, jointly & severally must provide the details.

Applicant's Name: _____

Date: _____

Joint Venture/Partnership Member's Name (if JV/Partnership firm) _____

EoI No. and title: _____

Page _____ of _____ pages

Annual turnover data (construction only)	
Year	Amount in Rs.
2020-2021*	
2019-2020	
2018-2019	
2017-2018	
2016-2017	
2015-2016	

Average Annual Construction Turnover for Last Five Financial Years i.e. FY 2015-16, 2016-17, 2017-18, 2018-19 & 2019-20	
---	--

*** Current financial year up to the last day of month, previous to the month in which EoI is invited.**

Note:

- I. This statement shall be duly certified by Chartered Accountant.
- II. Certified copies of audited Balance Sheets including profit and loss account to be enclosed.
- III. Average Annual Turnover shall be calculated based on last Five Years Financial Turnover (Construction Only). Data of Current Financial Year Turnover i.e. FY 2020-21 shall be provided by applicant but the same should not be considered in Average Annual Turnover calculation.
- IV. The contractual payments received by a partner in his earlier capacity as individual /partnership firm /JV firm etc. shall be reckoned only to the extent of the concerned partner's share in that firm.

FORM -VI

DETAILS OF DIRECTORS/PARTNERS/PROPRIETORS

Sr. No.	Name of Partners/Directors/Proprietors	Academic Qualifications	Designation	Address/ Phone/Fax/Email
1.				
2.				
3.				
4.				

Note :-

- 1) Necessary documents to prove above facts shall be attached (duly attested).

Date:

Place:

Company Seal

Signature of Authorized Signatory

Name:

Designation:

FORM - VII
KEY PERSONNEL INFORMATION
SCHEDULE

Firm/Agency/Contractor should provide the names and details of the suitably qualified Key Personnel to perform the Contract. The data on their experience should be supplied using the format below for each candidate.

KEY PERSONNEL

Sr. No.	Name	Designation	Qualification	Professional Experience	Duration of appointment

Note:-

- Detailed CVs of the above key personnel along with Certificate issued by the firm regarding employment of the professional with the firm (clearly indicating date of employment with the firm) shall be attached.

Date:
Place:

Company Seal

Signature of Authorized Signatory
Name:
Designation:

FORM - VIII

**RESUME AND DECLARATION OF
KEY PERSONNEL**

Name of Firms/Agency/Contractors

Position: [title of position from Form-VII]		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: [language and levels of speaking, reading and writing skills]	
details	Address of employer:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present employer:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
[main project details]	[role and responsibilities on the project]	[time in role]	[describe the experience relevant to this position]

Declaration:

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Annexure correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the EoI:

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert the number of days/week/months/ that this Key Personnel will be engaged]</i>

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during evaluation;
- (b) my disqualification from participating in the EoI;
- (c) my dismissal from the contract.

Name of Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Firms/Agency/Contractors:

Signature: _____

Date: (day month year): _____

FORM - IX
EQUIPMENT

The Firm/Agency/Contractor shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment. A separate Annexure shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Firm/Agency/Contractor. The Firm/Agency/Contractor shall provide all the information requested below, to the extent possible.

Type of Equipment	
Equipment Information	Name of manufacturer,
	Capacity
	Model and power rating
	Year of manufacture*
Current Status	Current location
	Details of current commitments
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured

EXPRESSION OF INTEREST FOR EMPANELMENT OF CIVIL CONTRACTORS

The following information shall be provided only for equipment not owned by the Firms/Agency/Contractors.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

FORM - X

Details of Litigation/Dispute over Last 7 years

Sr. No.	Particulars of Litigation/Arbitration /Disputes/actions	Name of Party/Institute/ Organization concern against whom the litigation/arbitration is preferred.	Date of Litigation/ Arbitration	Present stage of Litigation/ Arbitration	Remarks
1	2	3	4	5	6

Date:
Place:

Company Seal

Signature of Authorized Signatory
Name:
Designation:

FORM - XI

Details of Awards

Sr. No.	Particulars of Awards.	Name of Party/ Institute/ Organization concern against whom the awards	Date of awards	Remarks.
1	2	3	4	5

Date:
Place:

Company Seal

Signature of Authorized Signatory
Name:
Designation:

FORM - XII

Empanelment / Registration with the Govt. Agency / Dept. / Firms etc.

Sr. No.	Name of Govt. Agency / Dept. / Firms etc.	Enlistment in Class	Nature of Work (Civil Mechanical/Electrical Contractor/Consultant etc.)	Validity of Empanelment
1	2	3	4	5

Date:
Place:

Company Seal

Signature of Authorized Signatory
Name:
Designation:

FORM - XIII

Works / Job assigned during period of empanelment / Registration

Sr. No.	Name of work, Project with Address.	Empaneled With (Details as per Form-XII)	Assignment/ Work as prime Contractor OR Joint Venture OR Associates.	Contract Value/Actual Cost of Work	Stipulated/Actual Date of Completion	Payment taken (If Work in Progress) Till last day of the previous month in which EoI is invited.
1	2	3	4	5	6	7

Date:
Place:

Company Seal

Signature of Authorized Signatory
Name:
Designation:

Note: Supporting document for all the work mentioned above shall be submitted.

FORM- XIV

INFORMATION FORM FOR JV FIRMS

(to be completed for each member of Joint Venture)

Date _____

EoI No. and title: _____

Page _____ of _____ pages

Joint Venture name:
JV member's name:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
ISO Certification, if any {If yes, please furnish details}
PF / EPF Registration No.:
GST No.:
Pan No.:
Bank A/C No with Bank code for electronic clearance of the payment.
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above. 2. Included are the organizational chart and a list of Board of Directors.

FORM- XIV-A**JOINT VENTURE SHARE & POA DETAILS**

SN	Type of Member	Name of Firm	POSTAL ADDRESS, TEL, FAX and E-mail	Name of person holding PoA of the Signatories	SHARE PERCENTAGE IN JV
1.	Lead Member				
2.	Other Member				
3.	Other Member				

Note:

1. Maximum three (3) Firms can make Joint Venture.
2. In case of JV, the lead partner of the JV firm must have at least 51% of the share and each partner must have at least 20% of the share. JV of more than 3 firms is not allowed.
3. The lead firm should hold the power of attorney.
4. JV Firm should provide duly signed and stamped joint venture agreement and power of attorney of the signatories by each member in the JV.

ANNEXURE-I

**FORMAT FOR AFFIDAVIT TO BE SUBMITTED BY
FIRMS/AGENCY/CONTRACTORS ALONG WITH THE EoI DOCUMENT**

*(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/-. The stamp paper has to be in the name of the Firms/Agency/Contractors/JV Firm) ***

I (name and designation) ** appointed as the attorney / authorized signatory of the Firms/Agency/Contractors (including its constituents), M/s (hereinafter called the applicant) for the purpose of the EoI documents for the Empanelment of *Civil Contractors for* **"Construction of Civil works involving Major & Minor Bridges steel super-structure like plate girder, BOW string girder's for railway spans including launching and co-ordinating with railways authorities for seeking CRS clearance etc."** as per the **EoI No. UPSBC/** of UPSBC, do hereby solemnly affirm and state on behalf of the Firm/Agency/Contractor including its constituents as under: -

1. I/We the Firms/Agency/Contractor, am/are signing this document after carefully reading the contents.
2. I/We the Firms/Agency/Contractors also accept all the conditions of the EoI.
3. I/We declare and certify that I/We have not made any misleading or false representation in the forms. Statements and attachments in proof of the qualification requirements during Expression of Interest.
4. I/We also understand that my/our offer will be evaluated based on the documents / credentials submitted along with the Expression of Interest and offer and / or same shall be binding upon me/us.
5. I/We declare that the information and documents submitted along with the Expression of Interest by me/us are correct and I/We are fully responsible for the correctness of the information and documents, submitted by us.
6. I/We understand that if the certificates regarding eligibility criteria submitted by us are found to be forged / false or incorrect at any time during process of evaluation, it shall lead to banning of business for five years and imposition of penalty as decided by UPSBC. Further I/We (*insert name of Firms/Agency/Contractors*)** and all my/our constituents understand that my/our offer shall be summarily rejected.
7. I/We also understand that if the certificates submitted by us are found to be false / forged or incorrect at any time after Empanelment / during tendering process / after award of contract, it will lead to forfeiture of Refundable interest free deposit, Cancellation of Empanelment, termination of contract, if awarded

any, along with forfeiture of EMD/SD and Performance Guarantee besides any other action provided in the contract including banning of business for five years.

8. I/We hereby declare and certify that I/We have not been black listed or debarred by UPSBC, Railways or any other Ministry/Department of the Govt. of India/State Govt./PSU's from participation in tenders/contract in the past either in our individual capacity or the JV firm or partnership firm in which we were member/partners and I/We are fully responsible for the correctness of the information and documents, submitted by us.
9. I/We have read and understood all the provisions included in this documents and abide by them.

DEPONENT
SEAL AND SIGNATURE

VERIFICATION

I/We above named Firms/Agency/Contractors do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

DEPONENT
SEAL AND SIGNATURE

Place:
Date:

** The contents in italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by Firms/Agency/Contractors. Attestation before Magistrate / Notary Public.

ANNEXURE – II

**FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY
POWER OF ATTORNEY**

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)

Know all men by these presents, we ... do hereby constitute, appoint and authorize Mr / Ms. who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our EoI for the Empanelment of *Civil Contractors for "Construction of Civil works involving Major & Minor Bridges steel super-structure like plate girder, BOW string girder's for railway spans including launching and co-ordinating with railways authorities for seeking CRS clearance etc."*, including signing and submission of all documents and providing information / responses to U.P. State Bridge Corporation Limited (UPSBC), representing us in all matters, dealing with U.P. State Bridge Corporation Limited (UPSBC), in all matters in connection with our participation for the said empanelment process and during tendering process & entire currency of contract, if any work is awarded by UPSBC.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this day of2020.

(Signature of authorized Signatory)

.....

(Signature and Name in Block letters of Signatory)

Seal of Company

Witness

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

**ANNEXURE III
 FORMAT FOR POWER OF ATTORNEY TO LEAD PARTNER OF JOINT
 VENTURE (JV)**

*(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act.
 The stamp paper to be in the name of the company who is issuing the power of Attorney)*

POWER OF ATTORNEY*

Whereas U.P. State Bridge Corporation has invited EoI (EoI No.:
 for the Empanelment of *Civil Contractors for* **"Construction of Civil works involving Major & Minor Bridges steel super-structure like plate girder, BOW string girder's for railway spans including launching and co-ordinating with railways authorities for seeking CRS clearance etc."**.

Whereas, the members of the Joint Venture comprising of M/s. ..., M/s. ..., M/s., and M/s. are interested in submission of EoI for the Empanelment of *Civil Contractors for* **"Construction of Civil works involving Major & Minor Bridges steel super-structure like plate girder, BOW string girder's for railway spans including launching and co-ordinating with railways authorities for seeking CRS clearance etc."** in accordance with the terms and conditions contained in the EoI document.

Whereas, it is necessary for the members of the Joint Venture to designate one of them as the Lead Partner, 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 in all matters associated with our participation for the said Empanelment.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s., hereby designate M/s....., being one of the partners of the Joint Venture, as the lead partner of the Joint Venture, to do on behalf of the Joint Venture, all or any of the acts, deeds or things necessary or incidental to the Joint Venture's EoI, including submission of EoI, participating in tenders & conferences, responding to queries, submission of information / documents and generally to represent the Joint Venture in all its dealings with UPSBC or any other Government Agency or any person, in connection with this empanelment process until culmination of the Empanelment process and thereafter till the validity of Empanelment or expiry of the contract agreement entered into with Maharashtra Rail Infrastructure Development Corporation, if any work is awarded during Empanelled period, whichever is later.

**To be executed by all the members of the JV except the lead member.*

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.

We hereby agree to ratify all acts, deeds and things lawfully done by lead member, our said attorney, pursuant to this power of attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/ Joint Venture.

Dated this the Day of2020

.....
(Signature)

.....
(Name in Block letters of Executants)
Seal of Company

Witness 1:

Name:
Address:
Occupation:

Witness 2:

Name:
Address:
Occupation:

ANNEXURE-IV

(On Non Judicial stamp of Rs.500/-)

PRE TENDER MEMORANDUM OF UNDERSTANDING OF EMPLANT COMPANIES

- 1) This Memorandum of understanding executed this _____ day of _____ 20 _____ between _____ (Name of Co.) _____ a company registered under the companies Act 2013 having its registered office at _____ represented through its Director / Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the FIRST PART.

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 1932, having its registered office _____ represented through its Partner Shri _____ / Authorised Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the FIRST PART.

AND

- 2) M/s. _____ (Name of Co.) _____ a company registered under the Companies Act 2013 having its registered office at _____ represented through its Director or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the SECOND PART.

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 19____ having its registered office _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the SECOND PART.

AND

- 3) This Memorandum of understanding executed this _____ day of _____ 20 _____ between _____ (Name of Co) _____ a company registered under the companies Act 2013 having its registered office _____ through its Director or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the THIRD PART.

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 19____ having its registered office _____ through its Partner or Authorised Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the THIRD PART.

- 4) This Memorandum of understanding executed this _____ day of _____ 20 _____ between _____ (Name of Co) _____ a company registered under the companies Act 2013 having its registered office _____ through its Director or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the FOURTH PART.

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 19____ having its registered office _____ through its Partner or Authorised Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the FOURTH PART.

AND

- 5) This Memorandum of understanding executed this _____ day of _____ 20__ between _____ (Name of Co) _____ a company registered under the companies Act 2013 having its registered office _____ through its Director or Authorized Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the FIFTH PART.

OR

M/s. _____ a partnership firm registered under the Indian Partnership Act 19__ having its registered office _____ through its Partner or Authorised Representative _____ (hereinafter referred to as _____ which expression shall unless repugnant to the context thereof includes its successors) of the FIFTH PART.

Whereas UPSBC hereinafter referred to as Owner / Employer / Client has invited EoI No. **UPSBC/ EoI/** _____ hereinafter referred to as the UPSBC Invitation of EoI for Empanelment of *Civil Contractors for "Construction of Civil works involving Major & Minor Bridges steel super-structure like plate girder, BOW string girder's for railway spans including launching and co-ordinating with railways authorities for seeking CRS clearance etc"* hereinafter referred to as the said Empanelment.

Whereas, the party of the first part i.e. M/s. _____ details to be supplied of the expertise in their field.

Whereas, the party of the Second part i.e. M/s. _____ details to be supplied of the expertise in their field.

Whereas, the party of the Third part i.e. M/s. _____ details to be supplied of the expertise in their field.

Whereas, the party of the Fourth part i.e. M/s. _____ details to be supplied of the expertise in their field.

Whereas, the party of the Fifth part i.e. M/s. _____ details to be supplied of the expertise in their field.

And whereas parties to this MOU, have agreed to be co-operative with each other to associate jointly and to form a joint Venture firm to participate in the said Empanelment & any tender invited during validity of Empanelment by UPSBC, in connection with this Empanelment.

Now, therefore, in consideration of the premises and mutual promises and of the undertaking contained herein, it is hereby agreed as follows: -

- 1) The Purpose of MOU. M/s. _____ and _____ agree to co-operate with each other for the purpose of joint participation in this said Empanelment & any future tender invited during validity of Empanelment by UPSBC, in connection with this Empanelment and in the event, the contract is awarded, to jointly execute the contract. The broad interfaces and scope of work of each party is set forth below.
- 2) The name of the Joint Venture firm shall be _____
- 3) The parties, hereto, represented that:
 - a) They are in possession of all approvals and valid authorization for the purpose of execution of this MOU.
 - b) They have not entered any agreement/MOU of equal or similar nature with any third party for this Empanelment.

That each of the parties of the J.V. agrees and undertake to place at the disposal of the JV, benefits of its individual experience, technical knowledge and skill and shall in all respects bear its share of the responsibility, including the provision of information advice and other assistance required in connection with this Empanelment and all the associated works. The share and the participation of the partners in the JV shall broadly be follows:

M/s %

M/s %

M/s %

M/s %

M/s %

Lead Member:

That one of the members of the JV firm shall be the lead member of the JV firm who shall have a majority (at least 51%) share of interest in the JV firm. The other members shall have a share of not less than 20% each. In case of JV firm foreign members(s), the lead member has to be an Indian firm with a minimum share of 51%.

And all rights, interest, liabilities, obligations, work experience and risks (net profits or net losses) arising out of the contract shall be shared or borne by the Parties in proportionate to these shares. Each of the parties shall be bound by guarantees, sureties required for the work as well as its proportionate share in working capital and other financial requirements.

4. The parties to this MOU undertakes:

a) That after submission of the EoI, the MOU shall not be modified/alterd/terminated during the Empanelment process or during the validity of Empanelment or during tendering process except when modification becomes inevitable due to succession laws etc. but in no case the minimum eligibility criteria would be vitiated. The parties to this MOU further agree that the Lead Member will continue to be the Lead Member of J.V. Firm.

b) That after the contract is awarded the constitution of the J.V. firm shall not be altered during the currency of contract except when modification becomes inevitable due to Succession Law etc. but in no case the minimum eligibility criteria would be vitiated.

5. JOINT & SEVERAL LIABILITY

In respect of the UPSBC Tender, all terms shall be complied by each party on back-to- back basis as per specifications of the UPSBC Tender or any other mutually agreed terms with the UPSBC. The Parties hereto shall, if awarded any contract, after empanelment, for the purpose for which the MOU is made be jointly and severally liable to the UPSBC for execution of the project in accordance with the contract. The Parties hereto also undertake to be liable jointly and severally for the loss, damages caused to the Client in course of execution or due to non- execution of the contract or part thereof or arising out of the any contract during currency of Contract.

6. Shri_____ shall be authorized partner/person as per MOU of the Joint Venture to deal with all matters of this Empanelment, tender, to sign the agreement or enter into contract, to receive payment, to witness joint measurement of work done, to sign measurement books, and similar such action in respect of UPSBC tender/contract, if awarded. All notices/correspondence with respect to the contracts would be sent only to this authorised member of the MOU firm.

7. Notwithstanding anything contained herein, in respect of the UPSBC Tender associated with this Empanelment with regard to the internal relationship, the inter se liabilities between the parties shall be in proportion to their respective scope of work and shall be subject to the provisions of this MOU.

8. The Parties agree that with respect to the UPSBC tender neither Party, nor any subsidiary company of either party, nor any joint venture company or any other entity, in which the party/ies, is or are in any way interested, shall competete together with or through any third party, nor shall the Parties advise,

consult for, engage in or otherwise assist in any way any person or entity or any affiliate thereof in respect of any orders or contracts related to the UPSBC Tender.

- a. Responsibility Each party shall assume and accept full responsibility for its Scope of Work and the obligations imposed in the contract and in this MOU as if it was, with regard to its Scope of work, an independent partner contracting individually with the Client. In the event of any defect and damage or any claim arising from the Client under the Contract or any third party in relation to or as a consequence of any failure to meet the performance specification the Party, within whose Scope of Work the claim arises, shall be entirely responsible for the claim and shall indemnify and hold harmless the other Party from any liability, demand, claim burden cost, expense attorney's fees and costs arising from thereof.
- b. Assignability No party to the Joint Venture has right to assign or transfer the interest, right or liability in the contract without the written consent of the other party and that of the Customer.
- c. Use of Machinery, Instruments, Labour Force etc. The Parties hereto undertake that whatever the machinery, instruments, Labour force (including unskilled, skilled, inspectors, Engineers etc.) they possess at the time of entering into Joint Venture Agreement or which subsequently shall come in their possession and if such machinery, instruments, labour force is required for the speedy and efficient execution of the work, the Party/Parties having the control over the said machinery, instrument, labour force etc. without having any regard to their share of profit and loss agreed to between the Parties in Joint Venture Agreement shall hand over the same at the disposal of the other party who is actually executing the work for purpose of execution of the contract without any hindrances and obstacle.

Duration of MOU It shall be valid during entire validity of Empanelment and entire currency of contract, if any work is awarded including the period of extension, if any and also till the defect liability period is over or till all the contractual liabilities including warranty/guarantee obligations are discharged completely.

10. Applicable Law This MOU and any arrangement/agreements regarding the performance shall be construed and interpreted in accordance with and governed by the Laws of India and shall be subject to the exclusive jurisdiction of the courts at Lucknow.

11. Settlement of Disputes: In the event of disputes arising from this MOU, the Parties to the MOU undertakes to endeavour to settle the said disputes amongst them amicably. However, if the parties fail to resolve the disputes amongst them amicably, the said disputes arising out of or in connection with the present MOU shall be resolved through Arbitration as per the provisions enshrined under the Arbitration and Conciliation Act 1996 or/and amendments thereof.

12. All communications or notices provided for herein shall be in English language and be delivered, mailed, or tele-faxed to the Parties addresses as indicated below:
M/s..... M/s.....

All correspondence and notices to the joint Venture shall be addressed to the Lead Member, i.e. M/s..... Shri at the address stated herein below. M/s..... Such communication or notices shall be deemed to have been duly given when so delivered or, if mailed, when received at destination.

13. Each Party of JV shall have full and sole responsibility to bear the expense of and effect the payment of any taxes, duties, special insurance, fees or assessments of any nature whatsoever (including personal income taxes level or imposed on any of its employees or personnel or any of its sub-Firm's employees or personnel) including penalties and interest, if any, levied in connection with the execution of this MOU.

14. The parties to this MOU declares and certifies that the entire execution of the contract, if awarded any, shall be carried out exclusively through the lead partner.

15. The parties to this MOU declares and certifies that they have not been black listed or debarred by UPSBC, Railways or any other Ministry/Department of the Govt. of India/State Govt. from participation

in tenders/contract in the past either in their individual capacity or the JV firm or partnership firm in which they were member/partners.

In witness whereof, the Parties have caused this MOU to be executed by their respective authorised representatives on the date and year mentioned herein above.

Signature

Shri _____ of
M/s. _____

Signature:

Shri _____

Signature

Shri _____ of
M/s. _____

Signature

Shri _____

Signature

Shri _____ of
M/s. _____

Witnesses:

1) Name

Address:

2) Name

Address:

ANNEXURE V

PRO-FORMA LETTER OF PARTICIPATION FROM EACH PARTNER OF MOU FIRM (JV)

(To be executed on non-judicial stamp paper of appropriate value in accordance with relevant Stamp Act and to be registered with appropriate authority under Registration Act.)

No....

Dated:

From:

.....
.....

To,
Managing Director,
16, Madan Mohan Malviya Marg
U.P. State Bridge Corporation Limited,
Lucknow-226001

Gentlemen,

Re: Construction of Civil works involving Major & Minor Bridges steel super-structure like plate girder, BOW string girder's for railway spans including launching and co-ordinating with railways authorities for seeking CRS clearance etc

Ref: Your notice for EoI No. UPSBC/ EoI/

dated

1. We wish to confirm that our company / firm has formed a Joint Venture with (i)..... & ii)..... for the purposes associated with EoI referred to above.

*(Members who are not the lead partner of the JV should add the following paragraph) **

2. 'The JV is led by, whom we hereby authorise to act on our behalf for the purposes of submission of EoI for and authorise to incur liabilities and receive instructions for and on behalf of any and all the partners or constituents of the Joint Venture.'

OR

*(Member(s) being the lead member of the group should add the following paragraph) **

2. 'In this group we act as leader and, for the purposes of applying for EoI, represent the Joint Venture.'
3. In the event of our JV being empanelled and awarded any contract in connection with this empanelment, we agree to be jointly with i) & ii) (names of other members of our JV) and severally liable to the Maharashtra Rail Infrastructure Development Corporation, and assigns for all obligations, duties and responsibilities arising from or imposed by the contract subsequently entered between Maharashtra Rail Infrastructure Development Corporation and our JV.
4. *I/We, further agree that entire execution of the contract shall be carried out exclusively through the lead partner.

Yours faithfully, (Signature)

(Name of Signatory)

(Capacity of Signatory)

Company Seal

* Delete as applicable

Note: In case of existing joint venture, the certified copy of JV Agreement may be furnished.

Note:-

Any error or omission at letter stage will be rectified did the mutual consent before entering the final MOU.

End of the Document
