

U.P.STATE BRIDGE CORPORATION LIMITED

INVITES

EXPRESSION OF INTEREST (EOI)

FOR

EMPANELMENT OF CIVIL CONTRACTORS

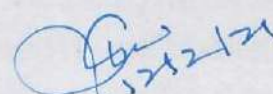
FOR

- 01. UP GRADATION AND STRENGTHENING OF ROADS USING
DESIRED DEPTH RECYCLING TECHNOLOGY**
- 02. RAPID RAIL TRANSIT SYSTEM (METRO PROJECTS)**
- 03. CONSTRUCTION OF VARIOUS STEEL BRIDGES BASED ON
STEEL-I SECTION, BOW STRING GIRDERS ETC.**
- 04. TUNNEL WORKS**
- 05. MAJOR RIVER BRIDGE/R.O.B./FLYOVER CONSTRUCTION**
- 06. HIGHWAY CONSTRUCTION**

ISSUED BY:

**JOINT MANAGING DIRECTOR (PLANNING)
U.P.STATE BRIDGE CORPORATION LIMITED
(AN UNDERTAKING OF GOVT. OF UTTAR PRADESH)
Regd. Office: 16, MADAN MOHAN MALVIYA MARG,
LUCKNOW-226001 (U.P.)**

FEBRUARY, 2021



Expression of Interest

Name of Work - Empanelment of Contractors for Various Civil Engineering Works

01. INTRODUCTION/BACKGROUND-

U.P. State Bridge Corporation Ltd., (UPSBC Ltd.) was established by the Government of Uttar Pradesh in 1973 with the objective of constructing bridges and other civil Engineering Structures in the state of Uttar Pradesh, other States of India as well as abroad.

U.P. State Bridge Corporation Ltd., is considered a state of art technology organisation. The main theme of UPSBC Ltd., has always been to provide a strong support in the field of construction, consultancy, design planning and maintenance of bridges, highways and other civil engineering structures within the parameters of quality, economy and time management. So far more than 2500 bridges of utmost quality have been built using latest technology.

02. OBJECTIVE OF REQUEST FOR EOI -

UPSBC Ltd., intends to pursue the objective of raising institutional finance and discharge its role in the process of massive infrastructure development programme of the country. In order to meet the above challenge UPSBC Ltd., wants to empanel contractors for various infrastructure projects to speed up the execution process.

03. CATEGORY OF WORK :

3.1 EOI is invited for empanelment of Contractors in following categories of works :-

Sl. No.	Description of work
01	Up Gradation and strengthening of Roads using Desired Depth Recycling Technology
02	Rapid rail transit system (Metro Projects)
03	Construction of various steel bridges based on Steel-I Section, Bow String Girder etc.
04	Tunnel Works
05	Major River Bridge/R.O.B./Flyover Construction
06	Highway Construction

04. **ACCESSING/PURCHASING OF EOI DOCUMENTS:** The "Expression of Interest" (hereinafter referred to as "EOI") document can be downloaded free of cost from UPSBC Ltd.'s official website : www.bridgecorporationltd.com

05. MODE OF SUBMISSION: This EOI documents 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 authorized 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 UP GRADATION AND STRENGTHENING OF ROADS
USING DESIRED DEPTH RECYCLING TECHNOLOGY"

OR

"EXPRESSION OF INTEREST FOR RAPID RAIL TRANSIT SYSTEM (METRO PROJECTS)"

OR

"EXPRESSION OF INTEREST FOR CONSTRUCTION OF VARIOUS STEEL BRIDGES
BASED ON STEEL-I SECTION, BOW STRING GIRDERS ETC."

OR

"EXPRESSION OF INTEREST FOR TUNNEL WORKS"

OR

"EXPRESSION OF INTEREST FOR MAJOR RIVER BRIDGE/R.O.B./FLYOVER
CONSTRUCTION"

OR

"EXPRESSION OF INTEREST FOR HIGHWAY CONSTRUCTION"

addressing to the Joint Managing Director (Planning), U.P. State Bridge Corporation Ltd., Setu Bhawan, 16- Madan Mohan Malviya Marg, Lucknow (U.P.)- 226001 - India

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

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

A Firm is not permitted to submit application for empanelment in more than one name.



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 -

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), either of the following document shall be submitted along with the EOI without fail.

The copies of those partnership 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 alongwith 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 limited company, either of the following documents shall be submitted along with the EOI without fail. The copies of those partnership 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 certificates 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.

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/altered 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 in formed 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 whatsoever. 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.

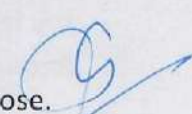
7. COST OF EOI RESPONSE: The Firm/Agency/Company shall be responsible for all the costs associated with the preparation of their Expression of Interest and their participation in the Selection Process. UPSBC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome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

8. 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 : www.bridgecorporationltd.com 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 corrigendum / addendums.

- 9. EOI PROCESSING FEES:** A non-refundable processing fee for Rs. 10,000/- (Ten 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 requirement at www.bridgecorporationltd.com for 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.

- 10. 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 Lakhs). The empanelled Agencies will be required to maintain a refundable, interest free Deposit of Rs.5,00,000/- (Five Lakhs) during the validity period of Empanelled list for their being eligible for participation in Limited Tenders of UPSBC.
- 11. RESPONSIVENESS OF EOI:** The EOI shall be declared non- responsive if the EOI submitted is conditional.
- 12. 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.
- 13. 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.
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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.

14. EVALUATION CRITERIA AND METHOD OF EVALUATION : The Short listing 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.

15. EXPERIENCE IN WORKS HIGHLIGHTING EXPERIENCE IN SIMILAR WORKS -

i) Firms should furnish the following :

- (a) List of all works of similar nature successfully completed during the last seven years. This information should be complete and no work should be left out.
- (b) List of the projects under execution or awarded in 2019-20 & 2020-21.

ii) Certified copies of work experience certificates etc. should be enclosed with the EOI Documents. The certificate should be duly certified and issued by an officer not below the rank of Executive Engineer or equivalent. Work experience certificates self certified by the authorized signatory of the Contractor firm shall also be acceptable. The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of **7% per annum**, calculated from the date of completion to the last date of submission of bid.

LANGUAGE : The Expression of Interest and all related correspondences shall be written in English language. If any supporting document, attached to the EOI, 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.

16. 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.

17. CRITICAL DATES:

APPLICATION SCHEDULE		
1.	Start Date of downloading EOI documents/Application Form	15.02.2021 (12.00 Hrs)
2.	Last date for submission of queries (Queries may be submitted to - www.bridgecorporationltd.com)	22.02.2021 (12.00 Hrs)
3.	Last Date & Time of submission of application	01.03.2021 (15.00 Hrs)

18. 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 Contactor 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 UPSBC LTD., 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 categorization 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 Essential Qualification Criteria, 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 India 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.

19. **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.

20. **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.

21. 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) Fails to abide by the conditions of empanelment or is found to have given false particulars / information at the time of empanelment
(or)
- f) Persistently violates any important condition(s) of the contract
(or)
- g) Is proved to be responsible for executing the works with defects in a number of cases
(or)
- h) Is declared or in the process of being declared bankrupt or insolvent, or wound up or dissolved or partitioned
(or)
- i) Persistently violates the Labour Regulations and Rules
(or)
- j) 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 shall be forfeited, contract awarded if any, to be terminated with penalty decided by UPSBC and firm may be black-listed for 05 years.*

22. 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 arbitrator 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 cut off 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 there under.
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.
12. Firm should not produce Completion Certificate of work, at any cost in any other tender without obtaining prior permission of U.P. State Bridge Corporation Ltd.
13. In case at any stage if for a particular special type of project, if UPSBC will require involvement of any experienced Indian/Foreign based expert company, UPSBC shall allow to the Empanelment firm for entering into a Joint Venture with that firm for a particular work only. The terms and conditions for J.V. firm shall be decided later.


(अरवि कुमार)
(Tender/Claim/Commercial)
U.P. State Bridge Corporation Ltd.
Lucknow

(Sunil Kumar)
General Manager
(Tender/Claim/Commercial)
U.P. State Bridge Corporation Ltd.
Lucknow

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
"EXPRESSION OF INTEREST FOR UP GRADATION AND STRENGTHENING OF ROADS USING DESIRED DEPTH
RECYCLING TECHNOLOGY"

OR

"EXPRESSION OF INTEREST FOR RAPID RAIL TRANSIT SYSTEM (METRO PROJECTS)"

OR

"EXPRESSION OF INTEREST FOR CONSTRUCTION OF VARIOUS STEEL BRIDGES BASED ON STEEL-I SECTION,
BOW STRING GIRDERS ETC."

OR

"EXPRESSION OF INTEREST FOR TUNNEL WORKS"

OR

"EXPRESSION OF INTEREST FOR MAJOR RIVER BRIDGE/R.O.B./FLYOVER CONSTRUCTION"

OR

"EXPRESSION OF INTEREST FOR HIGHWAY CONSTRUCTION"

1. We, the undersigned, offer the following information in response to the Expression of Interest sought by you vide your Notification No dated.....
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:

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/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.	Affidavit	Attached as Annexure-I
23.	Power of Attorney to Authorized signatory	Attached as Annexure-II

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

Date:

Company Seal

Place:

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/ CREDIT/OTHERS CURRENT/ LOAN/ CASH/
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 in complete 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.....
OFFICIALS



FORM - III

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

Applicant 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 EOI is invited.
1								
2								
3								
4								
5								




FORM - IV

DETAILS OF SIMILAR NATURE OF WORKS COMPLETED BY THE FIRM

Applicant 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 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 in case of Partnership Firm each partner, jointly & severally must provide the details.

Applicant's Name: _____

Date: _____

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 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:

Company Seal

Place:

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:-

1. 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:

Company Seal

Place:

Signature of Authorized Signatory
Name:

Designation:



FORM - VIII

RESUME AND DECLARATION OF KEY PERSONNEL

Name of Firms/Agency/Contractors

Position: <i>[title of position from Form-VII]</i>		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
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
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

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,	Model and power rating
	Capacity	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	



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:

Company Seal

Place:

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:

Company Seal

Place:

Signature of Authorized Signatory Name:

Designation:

CS

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:

Company Seal

Place:

Signature of Authorized Signatory Name:

Designation:



FORM - XIII

Works / Job assigned during period of empanelment / Registration

Sr. No.	Name of work, Project with Address.	Empanelled 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.



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 "EXPRESSION OF INTEREST FOR UP GRADATION AND STRENGTHENING OF ROADS USING DESIRED DEPTH RECYCLING TECHNOLOGY"

OR

"EXPRESSION OF INTEREST FOR RAPID RAIL TRANSIT SYSTEM (METRO PROJECTS)"

OR

"EXPRESSION OF INTEREST FOR CONSTRUCTION OF VARIOUS STEEL BRIDGES BASED ON STEEL-I SECTION, BOW STRING GIRDERS ETC."

OR

"EXPRESSION OF INTEREST FOR TUNNEL WORKS"

OR

"EXPRESSION OF INTEREST FOR MAJOR RIVER BRIDGE/R.O.B./FLYOVER CONSTRUCTION"

OR

"EXPRESSION OF INTEREST FOR HIGHWAY CONSTRUCTION"

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 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

EXPRESSION OF INTEREST FOR UP GRADATION AND STRENGTHENING OF ROADS USING DESIRED DEPTH RECYCLING TECHNOLOGY"

OR

"EXPRESSION OF INTEREST FOR RAPID RAIL TRANSIT SYSTEM (METRO PROJECTS)"

OR

"EXPRESSION OF INTEREST FOR CONSTRUCTION OF VARIOUS STEEL BRIDGES BASED ON STEEL-I SECTION, BOW STRING GIRDERS ETC."

OR

"EXPRESSION OF INTEREST FOR TUNNEL WORKS"

OR

"EXPRESSION OF INTEREST FOR MAJOR RIVER BRIDGE/ROB/FLYOVER CONSTRUCTION"

OR

"EXPRESSION OF INTEREST FOR HIGHWAY CONSTRUCTION"

,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 of 2020.

(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:



End of the Document



