यू पी इलेक्ट्रानिक्स कारपोरेशन लिमिटेड

U.P. Electronics Corporation Limited

(A UP GOVT. UNDERTAKING)

Request for Qualification cum Proposal

(International Competitive Bidding)

Volume – I
Instruction to Bidders

Development of Information Technology City - Special Economic Zone (IT City) on Design, Build, Finance, Operate and Transfer (DBFOT) basis at Chack Gajaria Farms, Sultanpur Road, Lucknow, in the State of Uttar Pradesh

Government of Uttar Pradesh
U.P. Electronics Corporation Limited (UPLC)
(A UP GOVT. UNDERTAKING)

Updated on 29 October 2013

Tender No: UPLC/ITCITY/ LKO/2013/01

U.P. Electronics Corporation Limited,
10, Ashok Marg, Lucknow - 226001
Tel: 0522-4130303,2286808, 2286809, Fax: 0522-2288583
E-mail: md@uplc.in
Website: http://www.uplc.in

DISCLAIMER

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

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

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

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Process. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

REQUEST FOR QUALIFICATION CUM PROPOSAL

VOLUME I

INSTRUCTIONS TO BIDDERS

Request for Proposal Document

Contents of the Document

Volume I	:	Instruction to Bidders
Volume II	:	Draft Concession Agreement
Volume III	:	Schedules to the Draft Concession Agreement

TABLE OF CONTENTS

Sl. No.	Contents		Page No.
	Letter for Submission of Bid		6
	Section A - Tender Notice		8
	Section B – Tender Check List		9
	Section C- Key events & dates		11
	Section D – Brief Qualification Criteria		11
	Section E – Brief Scope of Work		12
1	**Introduction**		**14**
	1.1	Project Background	14
	1.2	Brief description of Bidding Process	15
	1.3	Schedule of Bidding Process	17
2	**Instructions to Bidders**		**19**
	2A	**General**	**19**
	2.1	Scope of Bid	19
	2.2	Eligibility of Bidder	19
	2.3	Change in Ownership	26
	2.4	Number of Bids and costs thereof	27
	2.5	Site visit and verification of information	27
	2.6	Acknowledgement by Bidder	27
	2.7	Right to accept or reject any or all Bids	28
	2B	**Documents**	**29**
	2.8	Contents of the RFP	29
	2.9	Clarifications	30
	2.10	Amendment of RFP	30
	2C	**Preparation and Submission of Bid**	**31**
	2.11	Language	31
	2.12	Format and signing of Bid	31
	2.13	Sealing and marking of Bids	32
	2.14	Bid Due Date	33
	2.15	Late Bids	33

	2.16	Modifications/ substitution/ withdrawal of Bids	33
	2D	**Evaluation Process**	**34**
	2.17	Opening and Evaluation of Bids	34
	2.18	Confidentiality	34
	2.19	Tests of responsiveness	34
	2.20	Clarifications	36
	2E	**Qualification and Bidding**	**36**
	2.21	Short-listing and notification	36
	2.22	Proprietary data	36
	2.23	Correspondence with the Bidder	36
	2.24	Validity of Bids	36
	2F	**Bid Security**	**36**
	2.25	Bid Security	37
3	**Criteria for Evaluation**		**39**
	3A	**Qualification Phase**	**39**
	3.1	Evaluation parameters	39
	3.2	Technical Capacity for purposes of evaluation	39
	3.3	Details of Experience	39
	3.4	Financial information for purposes of evaluation	40
	3.5	Short-listing of Bidder	40
	3B	**Financial Proposal Phase**	**40**
	3.6	Opening & Evaluation of Financial Proposals	40
	3.7	Selection of Bidder	40
	3.8	Contacts during Bid Evaluation	41
4	**Fraud and Corrupt Practices**		**43**
5	**Pre-Bid Conference**		**45**
6	**Miscellaneous**		**46**
	Appendices		47
I	**Letter Comprising the Bid for Pre-Qualification**		**48**
	Annex – I Details of Bidder		53
	Annex – II A & B Technical Capacity of Bidder		55
	Annex – III A & B Financial Capacity of Bidder		57

	Annex IV Certificate for Affiliate, Parent or Subsidiary Company relationship	60
	Annex – V Statement of Legal Capacity	61
II	**Format for Power of Attorney for signing of Bid**	62
IIA	**Format for Power of Attorney for Lead Member**	64
III	**Letter Comprising the Financial Offer**	**66**
IV	**Bank Guarantee for Bid Security**	**67**
V	**Declaration regarding clean track record**	**70**
VI	**Undertaking**	**71**
VII	**Format for Joint Bidding Agreement**	**72**

U.P. Electronics Corporation Limited
(Government of Uttar Pradesh Undertaking)

LETTER FOR SUBMISSION OF BID

Date [●]

To,
Managing Director,
U.P. Electronics Corporation Limited
10, Ashok Marg, Lucknow,
Uttar Pradesh – 226001.

Ref: Submission of Proposal against your Tender Reference No: UPLC/IT CITY/LKO/2013/01 dated 22 August 2013

Sub: RFP for "**Development of Information Technology City - Special Economic Zone (IT City) on Design, Build, Finance, Operate and Transfer (DBFOT) basis at Chack Gajaria Farms, Sultanpur Road, Lucknow, Uttar Pradesh**" ("**Project**").

Dear Sir,

We, the undersigned Bidders, having read and examined in detail the entire RFP, do hereby propose to develop Information Technology City – Special Economic Zone (IT City) on Design, Build, Finance, Operate and Transfer (DBFOT) basis as specified in the RFP, Tender Reference Number UPLC/IT CITY/LKO/2013/01 **dated 22 August 2013** along with the following:

a. BID DOCUMENT FEES (NON-REFUNDABLE)

We have enclosed a crossed Demand Draft/ Banker's Cheque in favour of "U.P. Electronics Corporation Limited" payable at Lucknow / RFP purchase receipt (in case RFP is purchased from UPLC Office) for the sum of Rs 120,000/- (Rupees One Lakh Twenty Thousand) only as Bid Document fees.

b. BID SECURITY

We have enclosed an unconditional, unequivocal and irrevocable Bid Security in the form of a crossed Demand Draft/Banker's Cheque/Bank Guarantee for the sum of Rs 150,000,000/- (Rupees Fifteen crores) only.

c. PERFORMANCE GUARANTEE

We hereby declare that in case the work is awarded to us, we shall submit the Performance Guarantee of Rs. 750,000,000/- (Rupees Seventy Five crore) only for Phase I before execution of Concession Agreement and Rs. 400,000,000/- (Rupees forty crores) only for Phase II in the form prescribed in Draft Concession Agreement and Schedules.

d. CERTIFICATE OF AUTHORITY

We have enclosed a Certificate from the Board of Directors of the Bidding Company authorizing the signatory to sign the Bid on behalf of the Bidder.

We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a bid you receive.

Thanking you,

Yours faithfully,
Name of the Bidding Entity:

(Signature of the Authorized Signatory of the Bidder)

Name of the Authorized Signatory of the Bidder

Designation of the Authorized Signatory of the Bidder

Seal of the Company

Date:

Business Address of the bidding entity:

Section A - Tender Notice

यू पी इलेक्ट्रानिक्स कारपोरेशन लिमिटेड
U.P. Electronics Corporation Limited
(A UP GOVT. UNDERTAKING)

TENDER NOTICE

INTERNATIONAL COMPETITIVE BIDDING

Invitation to Bid for the development of Information Technology City – Special Economic Zone (IT City) at Lucknow on PPP

1.	Tender inviting Authority Designation and Address	The Managing Director, U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow, Uttar Pradesh - 226001, INDIA. **E-mail:** md@uplc.in, **Website:** http://www.uplc.in
2.	a) Name of the Work	Development of Information Technology City - Special Economic Zone (IT City) on Design, Build, Finance, Operate and Transfer (DBFOT) basis at Chack Gajaria Farms, Sultanpur Road, Lucknow, in the State of Uttar Pradesh
	b) Tender reference number	**UPLC/IT CITY/LKO/2013/01**
	c) Place of Execution	**Chack Gajaria Farms, Sultanpur Road, Lucknow, Uttar Pradesh**
3.	Bid documents available up to and place for obtaining bid documents	On all working days during office hours up to 22 November 2013 till 1700 hrs, from the address mentioned at serial (1) above or can be downloaded from http://www.uplc.in
	Bid Document Fees	Rs 120,000/- (non-refundable) in the form of crossed Demand Draft/ Banker's Cheque in favour of "U.P. Electronics Corporation Limited", payable at Lucknow

4.	Bid Security	Rs. 150,000,000/- (Rupees Fifteen Crores) only, in the form of a crossed Demand Draft/ Banker's Cheque /Bank Guarantee
5.	Bid Due Date, Time and Place of submission of Bid (Qualification & Financial Bid)	Up to **23 November 2013** till 1630 hours at the address mentioned at serial (1) above.
	1. **Eligibility Criteria:** Please refer to the RFP. 2. **Two Bid System i.e.** Stage-1 Qualification Bid; Stage-2 Financial Bid. 3. Bids received after due date and time will be summarily rejected. 4. **Contact Phone nos.** Tel: 0522-4130303,2286808, 2286809, Fax: 0522-2288583 5. **Email:** md@uplc.in, **URL:** http://www.uplc.in	
Tender Ref. UPLC/IT CITY/LKO/2013/01		**MANAGING DIRECTOR, UPLC**

Section B – Tender Checklist

S. No.	Bid Enclosures	YES or NO
1.	Whether Qualification Bid and Financial Bid prepared, signed and stamped in all pages by the Authorised Signatory?	
2.	Whether crossed Demand Draft/ Banker's Cheque/Purchase Receipt of Bid Document Fees and crossed Demand Draft/ Banker's Cheque/Bank Guarantee of Bid Security instrument are put along with the Qualification Bid?	
3.	Whether the RFP is submitted in Two covers namely Qualification Bid and Financial Bid?	
4	Whether Qualification Bid contains the following:	
4.1	Bidder's covering letter on the Letter Head of bidding entity (in case of single Bidder) or of the Lead Member (in case of Consortium), signed and stamped by the Authorised Signatory.	
4.2	Whether Certificate of Incorporation of the Bidder (including each member of Consortium), Affiliate or Parent or Subsidiary Company (if any) is submitted?	
4.3	Whether Certificate of Commencement of Business issued by the Registrar of Companies of the Bidder (including each member of Consortium)/Affiliate or Parent or Subsidiary Company (if any) is submitted?	
4.4	Whether Memorandum of Association and Articles of Association of the Bidder (including each member of Consortium), Affiliate or Parent or Subsidiary Company is submitted?	
4.5	Whether Annual Report including Balance Sheet and Profit & Loss accounts for the previous three audited years for the	

S. No.	Bid Enclosures	YES or NO
	Bidder (including each member of Consortium)/Affiliate or Parent or Subsidiary Company is submitted?	
4.6	Whether a Certificate from the Company Secretary of the Bidder certifying that the Bid signatory is authorized by the Board of Directors of the Company to do so with resolution number and date, is submitted?	
4.7	a. Whether all required Work Orders along with the completion Certificate/satisfactory client Certificate/ Statutory Auditor's Certificate as required in this RFP are submitted (if applicable)? b. Whether all required Documentary proofs attested by the client or certified by the Company Secretary or certified by the Statutory Auditor of the Bidder (including each member of Consortium) are submitted?	
4.8	Whether Statutory Auditor Certificate of the Bidder (including each member of Consortium) clearly specifying the turnover for the specified years is submitted?	
4.9	Whether Certificate from the Company Secretary of Bidder (including each member of Consortium) clearly specifying the Affiliate, Parent or Subsidiary Company relationship as mentioned by the Bidder is submitted?	
4.10	Whether Certificate from the Company Secretary to the effect that the Bidder (including each member of Consortium) (from each Affiliate, Parent or Subsidiary Company) is not blacklisted by any of the Ministry/ Department of Government of India/ State Governments.	
4.11	Whether an Undertaking from the authorised signatory of the Bidder/Lead Member Certificate from the Company Secretary to the effect that the Bidder shall establish an office in Lucknow, is submitted?	
4.12	Whether Certificate from Head of HR Department or the Company Secretary for number of technically qualified permanent professionals / IT professionals employed by the Company on its rolls, is submitted by the Bidder (including each member of Consortium)?	
4.13	Whether all Formats and Annexures are furnished and submitted?	
5	Whether Financial Bid contains the following:	
5.1	Duly filled Financial Bid which is signed and stamped by the Authorized Signatory.	
5.2	Statutory Auditor's Certificate certifying the Networth of the Consortium Members	

Section C – Key events & dates

S. No.	Event	Target Date
1.	Publication of the RFP	**22 August 2013**
2.	Last Date for receiving queries/clarifications	**20 September 2013** till 1700 hours
3.	Pre Bid Conference	**14 September 2013 at FICCI, New Delhi**
4.	Date of Response to Pre Bid Queries	**29 October 2013**
5	2nd Pre-Bid Conference	15 November 2013
6	Last date of purchasing the RFP Bid Document	Up to 22 November 2013 till 1700 hrs
7.	Last date for submission of Bids / Bid Due Date	Up to 23 **November 2013 till 1630 hours** on at U.P. Electronics Corporation Limited, 10 Ashok Marg, Lucknow, Uttar Pradesh - 226001, INDIA
8.	Opening of Qualification Bids	**On 23 November 2013 at 1700 hours**
9.	Date of opening of Financial Bid for Technically qualified Bidders	**9 December 2013 at 1500 hours**

Section – D – Brief Qualification Criteria

Sl. No.	Qualification Criteria	Support Documents
1	**Technical :-** (i) Been in existence (incorporated / registered) on or before 1st April 2010 and in operation of IT / ITES for the last three financial years; (ii) Minimum permanent employee base of 20,000 (twenty thousand) IT professionals (including Admin, Finance, Business Development & Human Resource staff etc) as on the closing of the preceding financial year; and (iii) The Infrastructure Developer / Real Estate Company / Investment company shall have been in existence on or before 1st April 2010 and (a) should have collectively invested in / executed a minimum of three projects in Infrastructure / Real Estate projects; and (b) incurred the aggregated	Statutory Auditor's certificate certifying the details

	capital expenditure of Rs. 500 crs in such projects in the last 3 (three) years	
2.	**Financial:-** (i) The Bidder shall have a minimum annual turnover from IT / ITES services of Rs. 20,000,000,000/- (Rupees Two Thousand Crores) only at the close of the preceding financial year; and (ii) The Consortium Members should collectively have minimum Networth of Rs. 375 cr in the preceding financial year (i.e. 2012-2013).	Statutory Auditor's certificate certifying the details

Section – E – Brief Scope of work		
Sl. No.	**Project Scope**	**Land Area & Location**
1	Development of IT City at Chack Gajaria Farms, Sultanpur Road, Lucknow on Design, Built, Finance, Operate and Transfer on PPP basis. The IT City shall be developed in accordance with the IT Policy, guidelines and rules issued by GoUP and Special Economic Zone Act, 2005(SEZ Act 2005)	100 acre

Note:-

1. Eligibility criteria & Brief Scope of work as mentioned above is indicative in nature and Bidders are requested to review the complete document thoroughly, assure itself of detailed Eligibility criteria & work required to be carried out as part of Scope of work as mentioned in this RFP Vol. - I Instruction to Bidder, RFP Vol. – II Draft Concession Agreement and RFP Vol. – III Schedules.
2. For the purpose of this RFP word "ITES" means Information Technology Enabled Services

Invitation for Proposal

U. P. Electronics Corporation Limited
(Government of Uttar Pradesh Undertaking)

1. INTRODUCTION

1.1 Project Background

1.1.1 The Government of Uttar Pradesh, (GoUP) represented by U. P. Electronics Corporation Ltd. (UPLC) (the "**Authority**") is engaged in development of IT/ITES in the state of Uttar Pradesh and as part of this endeavour, the Authority has decided to undertake development and operation/maintenance of the **"Information Technology City - Special Economic Zone (IT City) on Design, Build, Finance, Operate and Transfer (DBFOT) basis"** at **Chack Gajaria Farms, Sultanpur Road, Lucknow**, in the State of Uttar Pradesh (the **"Project"**) through Public-Private Partnership (the "**PPP**"), and has decided to carry out the bidding process for selection of a private entity as the bidder to whom the Project may be awarded. Brief particulars of the Project are as follows:

Name of the Project	**Project Area**	**Estimated (indicative) Project Cost (Rs Cr.)**
Information Technology City - Special Economic Zone (IT City)	100 acres	1,500

1.1.2 The Selected Bidder undertakes to incorporate a Special Purpose Vehicle ("**SPV**") who will be the "**Concessionaire**" and shall be responsible for designing, development, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of the Concession Agreement (the "**Concession Agreement**") to be entered into between the Authority and the Concessionaire in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

1.1.3 The scope of work will broadly include development of a state-of-the-art Information Technology City - Special Economic Zone (IT City) *in 100 acre of land* and the operation and maintenance thereof as per the provisions of the Draft Concession Agreement.

1.1.4 The estimated investment in the Project (the "**Estimated Investments**") has been specified in Clause 1.1.1. The Estimated Investments is indicative and therefore the assessment of actual investments, however, will have to be made by the Bidders.

1.1.5 The Draft Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "**Concession**").

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

1.1.7 The Authority shall receive bids pursuant to this RFP in accordance with the terms set forth in this RFP (the "**Bid**") and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"), and all Bid shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bid (the "**Bid Due Date**").

1.1.8 The Selected Bidder shall through SPV undertake planning, designing, engineering, finance, construction, development, marketing, operation and maintenance of the Project in accordance with the Guidelines & Polices issued by the concerned Government (Government of India and GoUP) through Public Private Partnership mode on DBFOT basis for a concession period of 99 (ninety nine) years.

1.2 Brief description of Bidding Process

1.2.1 The Authority has adopted a Single-Stage Two Envelop bidding process for selection of the Bidder for award of the Project (the "**Bidding Process**") and invites Bids from eligible parties ("Bidders"), which expression shall, unless repugnant to the context include the members of the Consortium) for the Project in accordance with the terms of this RFP. The first stage (the "**Qualification/ Qualification Stage**") of the Bidding Process involves pre-qualification of interested parties on the basis of their Technical Capacity and Financial Capacity in accordance with the provisions of Clause 3A. At the end of the Qualification Stage, the Authority shall short list Bidders whose Financial Bids are eligible for opening during the financial stage (the "**Financial Stage/Proposal Stage**") in accordance with the provisions of Clause 3B. The Bid shall be valid for a period of not less than 180 days (one hundred and eighty days) from the Bid Due Date as specified in Clause 1.3.

Interested parties may obtain the Request for Proposal documents from U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow, Uttar Pradesh - 226001, India in person or from the website as per address given below from 22 August 2013 on all working days between 1000 hrs and 1700 hrs IST up to 22 November 2013 till 1700 hours by paying a non-refundable fee of Indian

Rupees ("Rs.") 120,000/- (Rupees One lakh twenty thousand) only as Bidding document fee by way of a crossed demand draft / Banker's Cheque drawn in favour of '**U.P. Electronics Corporation Limited**', from any scheduled bank payable at Lucknow. Alternatively, the RFP can also be downloaded from www. uplc.in/. This RFP contains information about the Project, bidding process, Bid submission, qualification and Financial Proposal requirements.

Bidders who have downloaded the RFP from the website shall submit a non-refundable fee of Rs. 120,000/- (Rupees One lakh twenty thousand) only as Bidding documents fee by way of a crossed demand draft / banker's cheque drawn in favour of '**U. P. Electronics Corporation Limited**', of any scheduled bank payable at Lucknow, along with their Bid to be considered as responsive.

1.2.2 For the purpose of Qualification, Bidders would be required to furnish all the information as specified in this RFP and any other documents provided by the Authority. Only those Bidders declared as qualified and short-listed by the Authority at the Qualification Stage shall be eligible to participate in the Proposal Stage.

1.2.3 During the Proposal Stage, the financial offer (the "**Financial Offer**") submitted by the Bidders as hard copy (Appendix-III) will be evaluated.

1.2.4 A Bidder is required to deposit, along with its Bid, an unconditional, unequivocal and irrevocable bid security of **Rs. 150,000,000/- (Rupees Fifteen Crores) only** (the "**Bid Security**"), refundable no later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of a crossed demand draft / banker's cheque or a bank guarantee acceptable to the Authority and in such event, the validity period of the crossed demand draft / banker's cheque or bank guarantee, as the case may be, shall not be less than 240 (two hundred and forty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended (subject to a maximum of 180 days) as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

For the purpose of this clause Demand Draft / Banker's Cheque / Bank Guarantee shall be made in favour of '**U. P. Electronics Corporation Limited**', of any scheduled bank payable at Lucknow,

1.2.5 Bids are invited on the basis of the highest land premium (the "**Land Premium**") proposed to be paid as per the provisions of the Draft Concession Agreement by the Selected Bidder for implementing the Project. The concession period is pre-determined and fixed as 99 (ninety nine) years. After Qualification Stage and subject to requirements of the RFP, the Land Premium shall constitute the sole criteria for evaluation of Bids and the

selection of the Successful Bidder. Subject to Clause 2.7.1, the Project will be awarded to the Bidder quoting the highest Land Premium.

In this RFP, the term "**Highest Bidder**" shall mean the Bidder who is quoting the highest Land Premium.

1.2.6 The Highest Bidder shall be the Selected Bidder and in case such Highest Bidder withdraws or is not selected or is disqualified for any reason, the Authority may annul the Bidding Process and invite the fresh bids.

The Highest Bidder shall not be allowed to participate, in the fresh bids invited by the Authority, in case the Highest Bidder is rejected due to non-acceptance of Letter of Intent issued by the Authority or due to misrepresentation made by the Highest Bidder in the first round of bidding for this Project.

1.2.7 As part of the Bidding Documents, the Authority will provide a Draft Concession Agreement prepared by the Authority / its consultants and any other information pertaining/ relevant to the Project available with it.

1.2.8 Further and other details of the Bidding Process to be followed and the terms thereof are spelt out in the subsequent sections of this RFP.

1.2.9 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax or e-mail to the officer designated in Clause 2.13.3. The envelopes/communications shall clearly bear the following identification/title:

Queries/ Request for Additional Information: RFP for "**Development of Information Technology City Special Economic Zone (IT City) on Design, Build, Finance, Operate and Transfer (DBFOT) basis at Chack Gajaria Farms, Sultanpur Road, Lucknow in the State of Uttar Pradesh**".

1.3 Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

S. NO.	EVENT DESCRIPTION	DATE
1	ISSUE OF RFP TO APPLICANTS	22 AUGUST 2013
2	SITE VISIT	ON REQUEST
3	LAST DATE OF RECEIVING QUERIES	20 SEPTEMBER 2013 TILL 1700 HRS
4	PRE-BID CONFERENCE	14 SEPTEMBER 2013 AT FICCI, NEW DELHI

5	RESPONSE TO PRE BID QUERIES	24 OCTOBER 2013
6	2ND PRE-BID CONFERENCE	15 NOVEMBER 2013
7	LAST DATE OF PURCHASE OF RFP	UP TO 22 NOVEMBER 2013 TILL 1700 HRS
8	LAST DATE OF SUBMISSION OF BID (BID DUE DATE)	UP TO 23 NOVEMBER 2013 TILL 1630 HRS
9	DATE FOR OPENING OF QUALIFICATION BID	ON 23 NOVEMBER 2013 AT 1700 HRS
10	DATE OF OPENING OF FINANCIAL BID	9 DECEMBER 2013 AT 1500 HRS
11	ISSUE OF LETTER OF INTENT	EIGHT WEEKS FROM OPENING OF FINANCIAL BID
12	ACCEPTANCE BY THE SUCCESSFUL BIDDER OF THE LETTER OF INTENT (LOI)	WITHIN SEVEN DAYS FROM ISSUANCE OF LOI
13	SIGNING OF CONCESSION AGREEMENT	WITHIN 45 DAYS FROM ISSUANCE OF LOI

Note: In-case any above mentioned date lies on public holiday, the next working day shall be considered as such date.

Authority will endeavour to adhere to the dates indicated above. However, it reserves the right to effect changes to the above dates, if the need arises. Such change, if any, would be uploaded at Authority's website (www. **uplc.in**) from time to time.

2. INSTRUCTIONS TO BIDDERS

2A. GENERAL

2.1 Scope of Bids

2.1.1 The Authority wishes and invites Bids from experienced and capable Bidders in the format and within the specified date and time as described in this RFP.

2.2 Eligibility of Bidders

2.2.1 For determining the eligibility of Bidders for their pre-qualification hereunder, the following shall apply:

(a) A Bidder is eligible to submit only one Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium, as the case may be.

(b) The Bidder may be a single Entity or a group of Entities (the "Consortium"), coming together to implement the Project. However, no Bidder, applying individually or as a member of a Consortium, as the case may be, can be member of another Consortium. The term Bidder used herein would apply to both a single Entity and a Consortium including each Member of the Consortium. A Bidder shall be eligible to bid subject to the conditions set out in clause below;

(c) A Bidder may be a Company incorporated under Indian Companies Act 1956 as amended / modified / replaced from time to time or equivalent foreign laws or a firm registered under Indian Partnership Act 1932.

(d) A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit 5 (five) % of the value of Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder's proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(i) the Bidder or its Affiliate, Parent or Subsidiary Company (or any constituent thereof) and any other Bidder or any of its Affiliate, Parent or Subsidiary Company thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder or an

Affiliate, Parent or Subsidiary Company thereof (or any shareholder thereof having a shareholding of not more than 25% (twenty five per cent) of the paid up and subscribed share capital of such Bidder or Affiliate or Parent or Subsidiary Company, as the case may be) in the other Bidder or Affiliate or Parent or Subsidiary Company, is not more than 25% (twenty five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.2.1, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

(ii) such Bidder or any Affiliate, Parent or Subsidiary Company thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder or Affiliate, Parent or Subsidiary Company, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or any Affiliate or Parent or Subsidiary Company thereof; or

(iii) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

(iv) such Bidder, or any Affiliate, Parent or Subsidiary Company thereof has a relationship with another Bidder, or any Affiliate, Parent or Subsidiary Company thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Bid of either or each other; or

(v) such Bidder, or any Affiliate, Parent or Subsidiary Company thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Notwithstanding anything stated herein, a conflict of interest situation arising at the Qualification will be considered to subsist only, as between such Applicants attracting conflict of interest provisions on account of shareholdings, who submit bids under this document.

Explanation:

For purposes of this RFP, Parent or Subsidiary Company means, in relation to the Bidder / Consortium Member (the "Parent or Subsidiary Company"), a person who directly or indirectly, controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the "Parent or Subsidiary Company"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

Provided that for the purposes of this RFP, "Affiliate" shall mean a company that, directly or indirectly, controls, or is controlled by, or is under common control with, a Bidding Company (in case of a single company) or a Member in a Bidding Consortium (in the case of a Consortium) and control means ownership by one company of at least 26% (twenty six percent) of the voting rights of the other company.

(e) A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Affiliate, Parent or Subsidiary Company thereof, as the case may be, in any manner for matters related to or incidental to the Project during the Bidding Process or subsequent to the (i) issue of the LOI or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or Concessionaire, as the case may be, after issue of the LOI or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOI or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture of the Bid Security or Performance Security, as the case may be, which the Authority may have there under or otherwise, the LOI or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder or its Affiliate, Parent or Subsidiary Company in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of 1 (one) year from the date of signing of the Concession Agreement.

(f) In case the Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following requirements;

i. The number of members in a Consortium would be limited to 3 (three) such as IT Company or Infrastructure Developer / Real Estate Company or Investment Company;

ii. The shareholding commitments of all the members of the Consortium shall be in accordance with Clause 2.3;

iii. the Bid should contain the information required for each member of the Consortium;

iv. Members of the Consortium shall nominate one member as the lead member (the "Lead Member") who shall have an equity share holding of at least 26% (twenty six percent) of the paid up and subscribed equity of the SPV during the Concession Period in accordance with Clause 2.3.1 (B) of this RFP. The other members of the Consortium shall be termed as "Other Members". The nomination(s) of Lead Member shall be supported by a Power of Attorney, as per the format at Appendix – II A, signed by all the members of the Consortium;

v. One Member should be IT Company or should be an Affiliate / Subsidiary / Parent of a Consortium Member claiming experience of such IT Company.

vi. The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and / or operation & maintenance obligations;

vii. An individual Bidder cannot at the same time be member of a Consortium applying for qualification. Further, a member of a particular Bidder Consortium cannot be a member of any other Bidder Consortium applying for qualification;

viii. The Parties to the Consortium should establish SPV and execute the Concession Agreement in respect of the Project(s) awarded to such Consortium.

ix. Members of the Consortium shall enter into a binding Joint Bidding Agreement (the "**JBA**"), as per the format provided in Appendix – VII, for the purpose of submitting Bid and should submit the same along with the Bid. The JBA should be specific to the Project and should fulfill the requirements set out below, failing which the Bid shall be considered non-responsive. The JBA shall, inter alia:

a. convey the intent to form an SPV with shareholding/ownership equity commitment(s) in accordance with Clause 2.3, which would

enter into the Concession Agreement and subsequently carry out all the responsibilities as Concessionaire in terms of the Concession Agreement, in case the Concession to undertake the Project is awarded to the Consortium;

b. clearly outline the proposed roles and responsibilities of each member at each stage;

c. commit the minimum equity stake to be held by each member; and

d. include a statement to the effect that all members of the Consortium (including Subsidiary or Parent or Affiliate, whose technical or financial experience has been claimed) shall under the Concession Agreement, be liable jointly and severally for obligations of the Concessionaire in relation to the Project.

e. Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the JBA without the prior consent of the Authority.

2.2.2 To be eligible for qualification and short-listing, a Bidder shall fulfill the following conditions of eligibility:

(A) **Technical Capacity**: For demonstrating technical capacity and experience (the **"Technical Capacity"**), the Bidder shall have,:

(i) Been in existence (incorporated / registered) on or before 1st April 2010 and in operation of IT / ITES business for the last three financial years;

(ii) Minimum permanent employee base of 20,000 (twenty thousand) IT professionals as on the closing of the preceding financial year; and

(iii) The Infrastructure Developer / Real Estate Company / Investment company shall have been in existence on or before 1st April 2010 and (a) should have collectively invested in / executed a minimum of three projects in Infrastructure / Real Estate projects; and (b) incurred the aggregated capital expenditure of Rs. 500 crs in such projects in the last 3 (three) years.

(B) **Financial Capacity**: For demonstrating financial capacity (the **"Financial Capacity"**), the Bidder shall have:

(i) The Bidder shall have a minimum annual turnover from IT / ITES services (the "Financial Capacity") of Rs. 2000 crores (Rupees Two

Thousand crores) only at the close of the preceding financial year (i.e. 2012-2013).

(ii) The Consortium Members should collectively have minimum Networth of Rs. 375 cr in the preceding financial year (i.e. 2012-2013).

Note:

I. The Technical and Financial capacity mentioned in clause 2.2.2 (A) (i) & (ii) and 2.2.2 (B) (i) shall be fulfilled by the Bidder either by itself or through its Affiliate or Parent or Subsidiary.

II. The Technical and Financial experience mentioned in clause 2.2.2 (A) (iii) and 2.2.2 (B) (ii) is in addition to clause 2.2.2 (A) (i) & (ii) and 2.2.2 (B) (i) requirement to be fulfilled by the Bidder incase of Consortium.

2.2.3 The Bidder shall enclose with its Bid, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

(i) Certificate(s) from its statutory auditors stating that the Bidder is in existence or incorporated on or before 1st April 2010 and in operation of IT / ITES business for the last three financial years.; and

(ii) Certificate(s) from its statutory auditors specifying the annual turnover from IT / ITES operations of the Bidder, as at the close of the preceding financial year (i.e. 2012-2013).

(iii) Certificate(s) from its statutory auditors specifying the capital expenditure incurred in the Infrastructure / Real Estate projects in last three years (applicable in case the Bidder is a Consortium).

(iv) Certificate(s) from its statutory auditors specifying the networth of the Consortium Member as at the close of the preceding financial year (applicable in case the Bidder is a Consortium).

2.2.4 The Bidder should submit a Power of Attorney along with Board resolution in favour of executants as per the format at Appendix-II, authorizing the signatory of the Bid to commit the Bidder. In case the Bidder is a Consortium, the members thereof should furnish a Power of Attorney in favour of the Lead Member in the format at Appendix – IIA.

2.2.5 The Bidder shall incorporate appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act 2013 (the "**SPV**"), to execute the Concession Agreement and implement the Project.

2.2.6 In computing the Technical Capacity and Financial Capacity of the Bidder under Clauses 2.2.2, 2.2.4 and 3.2, the Technical Capacity and annual turnover of their respective Affiliate or Parent or Subsidiary Company would also be eligible hereunder.

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Applicant shall be provided to demonstrate that a person is Affiliate or Parent or Subsidiary Company of the Applicant.

2.2.7 The following conditions shall be adhered to while submitting a Bid:

(a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;

(b) information supplied by a Bidder (or other constituent Member, if the Bidder is a Consortium) must apply to the Bidder's Affiliate or Parent or Subsidiary Company named in the Bid and not, unless specifically requested, to other associated companies or firms; and

(c) in responding to the prequalification phase, Bidders should demonstrate their capabilities in accordance with Clause 3.1, 3.2 and 3.3;

(d) In case the Bidder is a Consortium, each Member should substantially satisfy the qualification requirements to the extent specified herein.

2.2.8 While Qualification is open to persons from any country, the following provisions shall apply:

(a) Where, on the date of the Bid, not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder is held by persons resident outside India or where a Bidder is controlled by persons resident outside India; or

(b) if at any subsequent stage after the date of the Bid, there is an acquisition of not less than 15% (fifteen percent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder;

then the Qualification of such Bidder or in the event described in sub clause (b) above, the continued Qualification of the Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final, conclusive and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and

Takeovers) Regulations, 1997, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.2.9 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 3 (three) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.3 Change in Ownership

2.3.1 (A) In case, the Selected Bidder is a single Entity, it shall hold at least 100% (hundred per cent) of subscribed and paid up equity share capital of the SPV along with its Affiliate or Parent or Subsidiary Company (whose technical or financial experience has been claimed for qualification) to implement the Project, until 5th anniversary of COD Phase –II. Thereafter, the Selected Bidder along with its Affiliates or Parent or Subsidiary shall hold atleast 51% (fifty one per cent) in the Project SPV until the 10th anniversary of COD Phase II.

2.3.1 (B) In case the Selected Bidder is a Consortium, each member of the Consortium whose experience will be evaluated under clause 2.2.2 of this RFP, shall subscribe atleast 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV until 5th anniversary of the COD Phase II. The members of the Consortium along with their Affiliate or Parent or Subsidiary Company (whose technical or financial experience has been claimed for qualification) shall collectively hold 100% (hundred per cent) of the subscribed and paid up equity of the SPV at all times until the 5th anniversary of the COD Phase II. Thereafter, the Consortium members in proportion to their shareholding shall hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the Project SPV until 10th anniversary of COD Phase II. The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum, and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such thereunder. For the avoidance of doubt, the provisions of this Clause 2.3.1 (B) shall apply only when the Bidder is a Consortium.

2.3.2 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Affiliate, Parent or

Subsidiary Company whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may disqualify the Bidder or withdraw the LOI from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

2.4 Number of Bids and costs thereof

2.4.1 No Bidder shall submit more than one Bid for the Project. A Bidder shall not be entitled to submit another Bid.

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

2.5 Site visit and verification of information

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

2.6 Acknowledgement by Bidder

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

(a) made a complete and careful examination of the RFP;

(b) received all relevant information requested from the Authority;

(c) accepted the risk of inadequacy, error or mistake in the information provided in this RFP or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5 above;

(g) agreed to be bound by the undertakings provided by it under and in terms hereof;

(h) satisfied itself about all matters, things and information including matters referred to in Clause 2.5 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder; and

(i) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire.

2.6.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.7 Right to accept or reject any or all Bids

2.7.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.7.2 The Authority reserves the right to reject any Bid if:

(a) at any time, a material misrepresentation is made or uncovered, or

(b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.

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

2.7.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been

met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOI or entering into of the Concession Agreement, and if the Bidder/SPV has already been issued the LOI or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder. In such an event, the Authority shall be entitled to forfeit the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy which the Authority may have under this RFP, the Bidding Documents, the Concession Agreement or under applicable law.

2.7.4 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

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

2.7.6 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.7.6 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2B. DOCUMENTS

2.8 Contents of the RFP

2.8.1 This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

Invitation for Bids

Section 1. Introduction
Section 2. Instructions to Bidders
Section 3. Criteria for Evaluation
Section 4. Fraud & Corrupt Practices
Section 5. Pre- Bid Conference

Section 6. Miscellaneous

Appendices

I. Letter comprising the Bid
II. Power of Attorney for signing of Bid
II A. Power of Attorney for Lead Member (in case of Consortium)
III. Financial Offer
IV. Bank Guarantee for Bid Security
V. Declaration Regarding Clean Track Record
VI. Undertaking from the Bidder
VII. Joint Bidding Agreement

2.8.2 The Draft Concession Agreement and Schedules provided by the Authority as part of the Bid Documents shall be deemed to be part of this RFP.

2.9 Clarifications

2.9.1 Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.2.9. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein. The responses will be sent by fax and e-mail. The Authority will forward all the queries and its responses thereto, to all purchasers of the RFP and upload on the website www.uplc.in without identifying the source of queries.

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

2.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by the Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.10 Amendment of RFP

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

2.10.2 Any Addendum thus issued will be uploaded on the Authority's website. Bidders are advised to keep watch on UPLC website (www.uplc.in) for any modification in RFP and other updates about the Project. The Bidders must

submit their Bids in compliance of the latest updates, addendums, modifications or amendments issued by the Authority. The Authority does not assume any responsibility to bidders, who fails to submit their bids in accordance with latest updates, addendums, modifications or amendments issued by the Authority before Bid Due Date. In such case the Authority may reject any bid for the non-compliance of hereunder.

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

2C PREPARATION AND SUBMISSION OF BID

2.11 Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by true translations of it in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.12 Format and signing of Bid

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

2.12.2 The Bidder shall prepare 1 (one) original set of the Bid (together with originals/ copies of documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL". In addition, the Bidder shall submit 1 (one) copy of the Bid, along with documents required to be submitted along therewith pursuant to this RFP, marked "COPY". The Bidder shall also provide 2 (two) Compact Disc in soft copy. In the event of any discrepancy between the original and the copy, the original shall prevail.

2.12.3 The Bid and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Bid shall contain page numbers and shall be bound together in hard cover.

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

2.13 Sealing and Marking of Bids

2.13.1 The Bidder shall submit the Bid in the format specified at Appendix-I, together with the documents specified in Clause 2.13.2A and seal it in an envelope and mark the envelope as "**Qualification Bid**". The Bidder shall submit the Financial Offer in the format specified at Appendix-III and seal it in another envelope and mark the envelope as "**Financial Bid**". Both the envelopes of the Qualification Bid and the Financial Bid shall then be sealed in an outer envelope and mark the envelope as "**Bid**". The Bidder shall seal the original and the copy of the Bid, together with their respective enclosures, in separate envelopes duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope which shall also be marked in accordance with Clauses 2.13.1 and 2.13.2.

2.13.2 (A) Each Qualification Bid envelope shall contain:

(i) Bid in the prescribed format (Appendix-I) along with Annexes and supporting documents;

(ii) Power of Attorney for signing the Bid as per the format at Appendix-II;

(iii) copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed;

(iv) copies of Bidder's duly audited balance sheet and profit and loss account for the preceding five years;

(v) Crossed Demand Draft / Banker's Cheque or Payment Receipt towards the Bidding Documents fee as specified in Clause 1.2.1;

(vi) Bid Security as specified in Clause 1.2.4; and

(vii) A copy of the Instruction to Bidders, Draft Concession Agreement and Schedules of the Draft Concession Agreement with each page stamped and initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in sub-clause (ii) hereinabove.

(viii) Power of Attorney for Lead Member of the Consortium in the prescribed format (Appendix II A), if applicable.

(ix) Joint Bidding Agreement (in case of Consortium) as prescribed in the prescribed format at Appendix VII

(B) Each Financial Bid envelope shall contain:

(i) Financial Offer in the prescribed format (Appendix-III);

The final outer envelopes having the Original and Copy shall clearly bear the following identification:
Bid for: **"Development of Information Technology - Special Economic Zone on Design, Build, Finance, Operate and Transfer (DBFOT) basis at Chack Gajaria Farms, Sultanpur Road, Lucknow, in the State of Uttar Pradesh "**

and shall clearly indicate the name and address of the Bidder. In addition, the Bid Due Date should be indicated on the right hand corner of each of the envelopes.

2.13.3 Each of the envelopes shall be addressed to:

ATTN. TO:	Managing Director
AUTHORITY:	U. P. Electronics Corporation Ltd.
ADDRESS:	10 Ashok Marg, Lucknow, Uttar Pradesh – 226001
FAX NO.:	+91 0522-2288583
E-MAIL ADDRESS:	md@uplc.in
PHONE NO.:	+91-522-4130303, 2286808, 2286809
WEBSITE	www.uplc.in

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

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

2.14 Bid Due Date

2.14.1 Applications should be submitted up to 23rd November 2013 till 1630 hours IST on the Bid Due Date, at the address provided in Clause 2.13.3 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified in Clause 2.13.3 or its authorised representative.

2.14.2 The Authority may extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all Bidders.

2.15 Late Bids

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.16 Modifications/ substitution/ withdrawal of Bids

2.16.1 No Bid shall be modified, substituted or withdrawn by the Bidder after its submission to the Authority.

2D. EVALUATION PROCESS

2.17 Opening and Evaluation of Bids

2.17.1 The Authority shall open the Qualification Bids on 23rd November 2013 at 1700 hours IST on the Bid Due Date, at the place specified in Clause 2.13.3 and in the presence of the Bidders who choose to attend.

2.17.2 The Authority will subsequently examine and evaluate Bids in accordance with the provisions set out in Section 3.

2.17.3 Bidders are advised that qualification of Bidders will be entirely based on the provision this RFP. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

2.17.4 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

2.17.5 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

2.17.6 Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid in accordance with the provisions of Clauses 2.7.2 and 2.7.3.

2.18 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

2.19 Tests of Responsiveness

2.19.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

(a) it is received as per format at Appendix-I.

(b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.14.2;

(c) it is signed, sealed, bound together in hard cover, and marked as stipulated in Clauses 2.12 and 2.13;

(d) it is accompanied by the Power of Attorney for signing the Bid and Power of Attorney for Lead Member as specified in Clause 2.2.4;

(e) it contains all the information and documents (complete in all respects) as requested in this RFP;

(f) it contains information in formats same as those specified in this RFP;

(g) it contains certificate from its statutory auditors[Π] in the format specified at Appendix-I of the RFP;

(h) it is accompanied by the crossed Demand Draft / Banker's Cheque or Payment Receipt towards the Bidding Documents fee (non-refundable) as specified in Clause 1.2.1;

(i) it is accompanied by the unconditional, unequivocal and irrevocable Bid Security as specified in Clause 1.2.4, clause 2.25 and Appendix - IV;

(j) it is accompanied by the JBA in case of Consortium, as stipulated in Clause 2.2.1(f);

(k) it does not contain any condition or qualification; and

(l) it is not non-responsive in terms hereof;

(m) it submits the Qualification Bid & Financial Bid envelope as stipulated in clause 2.13.2 along with all the Appendices and Annexure.

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

[Π] In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.19.1 (g). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Applicant may provide the certificates required under this RFP.

2.20 Clarifications

2.20.1 To facilitate evaluation of Bids, the Authority may seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.20.2 If a Bidder does not provide clarifications sought under Clause 2.20.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

2E. QUALIFICATION AND BIDDING

2.21 Short-Listing and Notification

After the evaluation of Bids for Qualification, the Authority would announce a list of short-listed pre-qualified Bidders who will be eligible for participation in the Financial Proposal Stage. The Authority will not entertain any query or clarification from Bidders who fail to qualify.

2.22 Proprietary Data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

2.23 Correspondence with the Bidder

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

2.24 Validity of Bids

In the Bid Stage, the aforesaid short-listed Applicants, including their successors, (the "Bidders", which expression shall, unless repugnant to the context, include the members of the consortium) are being called upon to submit their Financial offers (the “Bids”) in accordance with the terms specified in the Bidding Documents. The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended subject to a maximum period of 180 days by mutual consent of the respective Bidders and the Authority.

2F. BID SECURITY

2.25 Bid Security

2.25.1 The Bidder shall deposit an unconditional, unequivocal and irrevocable Bid Security of **Rs. 150,000,000 (Rupees Fifteen Crores only)** in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either as a crossed Demand Draft / Banker's Cheque or in the form of a Bank Guarantee acceptable to the Authority in favour of '**U. P. Electronics Corporation Limited**', of any scheduled bank payable at Lucknow, as per format at Appendix-IV.

The validity period of the Bank Guarantee or crossed Demand Draft / Banker's Cheque, as the case may be, shall not be less than 240 (two hundred and forty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended subject to maximum of 180 days as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 60 (sixty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the provisions of Draft Concession Agreement.

2.25.2 The Bidder shall furnish as part of its Bid, an unconditional, unequivocal and irrevocable Bid Security referred to in Clauses 2.25.1 herein above in the form of a bank guarantee issued by a Nationalised Bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 Crore (Rs. One Thousand Crore only), in favour of the Authority in the format at Appendix–IV (the "Bank Guarantee") and having a validity period of not less than 240 (two hundred forty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended subject to maximum of 180 days as may be mutually agreed between the Authority and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any Nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

2.25.3 Any Bid not accompanied by the unconditional, unequivocal and irrevocable Bid Security shall be summarily rejected by the Authority as non-responsive.

2.25.4 Save and except as provided in Clauses 2.25.1 and 2.25.2 above, the Bid Security of unsuccessful Bidders will be returned by the Authority , without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 60 (sixty) days from the Bid Due Date. The refund of Bid Security thereof shall be in the form of an account payee cheque/crossed demand draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said cheque/ crossed demand draft shall be made/drawn by the Authority for refund, failing which it shall be made/drawn in the name of the Bidder and shall be mailed to the address

given on the Bid. In case of Bank Guarantee, the same shall be returned to the unsuccessful Bidders duly discharged.

2.25.5 The Selected Bidder's Bid Security will be returned, without any interest, upon the Concessionaire signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof.

2.25.6 The Authority shall be entitled to forfeit the Bid Security as Damages inter alia in any of the events specified in Clause 2.25.7 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP, no relaxation of any kind on Bid Security shall be given to any Bidder.

2.25.7 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Concession Agreement, or otherwise, under the following conditions:

a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;

b) In the case of Selected Bidder, if it fails within the specified time limit:

(i) to sign and return the duplicate copy of LOI;

(ii) to pay the first instalment of Land Premium;

(iii) to sign the Concession Agreement; or

(iv) to furnish the Performance Security; or

c) In case the Selected Bidder, commits any breach thereof prior to furnishing the Performance Security.

3. CRITERIA FOR EVALUATION

3A. QUALIFICATION STAGE

3.1 Evaluation Parameters

3.1.1 Bidders have to meet the eligibility criteria specified in Clauses 2.2.1 and 2.2.2 and the evaluation would be as per this Section 3. Bids of Bidders who do not meet these criteria shall be rejected.

3.1.2 The Bidder's competence and capability is proposed to be established by the following parameters:

(a) Technical Capacity; and

(b) Financial Capacity

3.2 Technical Capacity for purposes of Evaluation

Subject to the provisions of Clause 2.2, the Bidder shall have:

(i) Been incorporated / registered on or before 1st April 2010 and in IT/ITES operations for the last three financial years; and

(ii) Minimum permanent employee strength of 20,000 IT/ITES professionals as on the closing of the preceding financial year.

(iii) The Infrastructure Developer / Real Estate Company / Investment company shall have been in existence on or before 1st April 2010 and (a) should have collectively invested in / executed a minimum of three projects in Infrastructure / Real Estate projects; and (b) incurred the aggregated capital expenditure of Rs. 500 crs in such projects in the last 3 (three) years.

Note:

a) IT / ITES shall include manufacturing of hardware, product development and services offered in the IT/ITES (Hardware, Software, BPO & KPO etc).
b) Infrastructure sector would be deemed to include highways, expressways, bridges, tunnels, railways and airfields; and
c) Real Estate sector would be deemed to include IT City, IT Parks, Education City, development of Township, Housing Society, Sports Complex, Residential Complex, Commercial Complex, Hospitals & Hotels etc.

3.3 Details of Experience

3.3.1 The Bidder should furnish the details of Eligible Experience for the last 3 (three) financial years immediately preceding the Bid Due Date.

3.3.2 The Bidders must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-I.

3.4 Financial Information for purposes of Evaluation

3.4.1 The Bid must be accompanied by the Audited Annual Reports of the Bidder for the last 3 (three) financial years preceding the year in which the Bid is made.

3.4.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.

3.4.3 The Bidder must establish the minimum annual turnover from IT / ITES services as specified in Clause 2.2.2 (B), and provide details as per format at Annex-III of Appendix-I.

3.4.4 In case of foreign companies, a certificate from a qualified external auditor who audits the book of accounts of the Applicant in the formats provided in the country where the project has been executed shall be accepted, provided it contains all the information as required in the prescribed format of the RFP.

3.5 Short-listing of Bidders

3.5.1 All Applicants who fulfill the conditions of eligibility specified in Clauses 2.2.1 and 2.2.2 and meet the other conditions specified in this RFP shall be pre-qualified.

3.5.2. The Bidders who meet the eligibility criteria set forth in Clauses 2.2.1 and 2.2.2 will be shortlisted and eligible for the Financial Proposal Phase.

3B. FINANCIAL OPENING

3.6 Opening and Evaluation of Financial Proposal

3.6.1 The Bidders who are shortlisted as per Clause 3.5 will be informed about the opening date of the Financial Proposal in writing and on the following website i.e. *www.uplc.in* and the Financial Offer shall be opened in the presence of the shortlisted Bidders who choose to attend.

3.6.2 To facilitate evaluation of Bids, the Authority may seek clarifications in writing from any Bidder regarding its Bid.

3.7 Selection of Bidder

3.7.1 The Bidder adjudged as shortlisted in terms of Clause 3.5 and quoting the highest Land Premium to be paid to the Authority in four equal annual installment from the date of signing of Concession Agreement shall be declared as the Selected Bidder (the "**Selected Bidder**").

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

3.7.3 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the "**first round of bidding**"), the Authority may go either for inviting fresh tenders or annul the entire bidding process.

3.7.5 After selection, a Letter of Intent (the "**LOI**") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event the duplicate copy of the LOI duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, forfeit the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOI.

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

3.7.7 After issuance of LOI to the Selected Bidder, Selected Bidder shall incorporate a Special Purpose Vehicle in the form of "Company" under the provisions of Company's Act 1956.

This SPV shall be the Concessionaire and Concession Agreement shall be executed amongst Concessionaire, GoUP and the Selected Bidder. Selected Bidder shall be the Confirming Party to the Concession Agreement.

3.7.8 Before the execution of Concession Agreement, Concessionaire shall furnish Performance Guarantee of {*Rs. 750,000,000/-(Rupees Seventy Five crores in words)*}only, in the form of Bank Guarantee. The Bank Guarantee shall be in the form setforth in Schedule F.

3.8 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration,

Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

4. FRAUD AND CORRUPT PRACTICES

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

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

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

(a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for example, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOI or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of

one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Concession Agreement and till the period of 1 (one) years from the date of signing of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

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

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

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

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

5. PRE-BID CONFERENCE

5.1 A Pre-Bid conference of the interested parties shall be convened at the designated date of 14 September 2013, time and 2nd Pre-Bid 15th November 2013 place shall be informed later. A maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.

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

6. MISCELLANEOUS

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

6.2 The Authority without incurring any obligation or liability, reserves the right, at any time, to;

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

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

(c) pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;

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

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

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

6.4 The Selected Bidder shall be solely responsible for meeting the eligibility criteria of Government of India or concern Government Agency and avail the benefits / incentives under applicable laws, regulations and SEZ Act 2005 along with its amendments (if applicable). In case, the Selected Bidder fails to comply with criteria set-forth by Government of India or concern Government Agency to avail SEZ benefits, the Authority or State Government shall not be responsible for the same in any manner. However, for avoidance of doubt, it is clarified that, the Selected Bidder shall pay the Land Premium and other applicable fee in accordance with the provisions of Concession Agreement to the Authority, as quoted in the Financial Proposal in accordance with provision of the RFP document and shall undertake the Project with or without SEZ notifications and its benefits. The Selected Bidder may avail the incentives under IT Policy U.P. 2012, post approval of the Authority / Project Implementation Unit (P.I.U.)

Appendices

APPENDIX I

Letter Comprising the Bid
(Refer Clause 2.13.2A)

Dated: [●]

To,

Managing Director,
U.P, Electronics Corporation Limied
10, Ashok Marg, Lucknow,
Uttar Pradesh – 226001

Sub: Bid for "**Development of Information Technology City Special Economic Zone (IT City) on Design, Build, Finance, Operate and Transfer (DBFOT) basis at Chack Gajaria Farms, Sultanpur Road, Lucknow, in the State of Uttar Pradesh**"

Dear Sir,

With reference to your RFP document dated 22 August 2013, I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.

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

3. This statement is made for the express purpose of our selection as Concessionaire for the development, construction, operation and maintenance of the aforesaid Project.

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

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

6. I/ We certify that in the last three years, we / any of the consortium member or our/their Affiliates or Parent or Subsidiary Company have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority

nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:

(a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;

(b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFP document;

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

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

(e) the undertakings given by us along with the Application in response to the RFP for the Project were true and correct as on the date of making the Application.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.17.6 of the RFP document.

9. I/ We believe that we / our Consortium satisfy(s) the annual turnover criteria and meet(s) all the requirements as specified in the RFP document and are/ is qualified to submit a Bid.

10. I/ We certify that in regard to matters other than security and integrity of the country, we / any member of the Consortium or any of our / their Affiliate or Parent or Subsidiary Company have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

11. I/ We further certify that in regard to matters relating to security and integrity of the country, we / any member of the Consortium or any of our /their Affiliate or Parent or Subsidiary Company have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against any member of the Consortium or against our / their Affiliate or Parent or Subsidiary Company or against our CEO or any of our Directors/ Managers/ employees.

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

14. The Statement of Legal Capacity as per format provided in Appendices of the RFP document, and duly signed, is enclosed. The power of attorney for signing of Bid as per format provided at Appendix II, power of attorney for Lead Member at Appendix II a (incase of Consortium) of the RFP, is also enclosed.

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

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

17. I/ We certify that in terms of the RFP, my/our annual turnover is Rs…….. (Rs…….. in words).

18. I/ We acknowledge and agree that in the event of a change in control of an Affiliate or Parent or Subsidiary Company whose Technical Capacity and/ or Financial Capacity is taken into consideration for the purposes of short-listing and pre-qualification in accordance with this RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may disqualify us or withdraw the Letter of Intent, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

19. I/ We understand that the Selected Bidder shall either be an existing Company incorporated under the Indian Companies Act, 1956, or shall incorporate as such prior to execution of the Concession Agreement and any other addendums thereof.

20. In the event of I / we being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the Draft Concession

Agreement that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

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

22. I/ We offer an unconditional, unequivocal and irrevocable Bid Security of **Rs. 150,000,000/- (Rupees Fifteen Crores only)** to the Authority in accordance with Clause 2.25 of the RFP Document.

23. The Bid Security in the form of a crossed Demand Draft/ Banker's Cheque / Bank Guarantee (strike out whichever is not applicable) is attached.

24. The crossed Demand Draft / Banker's Cheque or Payment Receipt towards the cost of Biding Documents (non-refundable) and crossed Demand Draft / Banker's Cheque towards processing fees (non-refundable) as specified in Clause 1.2.1 is attached.

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

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

27. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.

28. I/ We declare that we/ any Member of the Consortium, or our/ its associates are not a Member of a/ any other Consortium submitting a Bid for the Project.

29. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.}

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

Yours faithfully,

Date:

(Signature, name and designation of the Authorised Signatory)

Place: Name and seal of the Bidder

Appendix I
Annex-I

Details of Bidder

Details of the Bidder / Lead Member (Company)				
1.	Name of the Bidder/Prime Bidder			
2.	Address of the Bidder			
3.	Status of the Company (Public Ltd/Pvt. Ltd)			
4.	Details of Incorporation of the Company	Date:		
		Ref. #		
5.	Details of Commencement of Business	Date:		
		Ref. #		
6.	Valid Sales tax registration no.			
7.	Valid Service tax registration no.			
8.	Permanent Account Number (PAN)			
9.	Name & Designation of the contact person to whom all references shall be made regarding this RFP			
10.	Telephone No. (with STD Code)			
11.	E-Mail of the contact person:			
12.	Fax No. (with STD Code)			
13.	Website			
14.	Financial Details (as per audited Balance Sheets) (in Crores)			
15.	Year	2012-2013	2011-2012	2010-2011
16.	Turn Over			
17.	PAT			
18.	Net Cash			

	Accruals = (PAT + Depreciation)			
19.	Networth Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders			
20.	Name & Designation of Authorized Signatory			
21.	Telephone No. (with STD Code)			
22.	E-Mail of the Contact Person:			
23.	Fax No. (with STD Code)			
24.	A statement by the Bidder or any of their Affiliate or Parent or Subsidiary Company disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):			

Note:- Annex 1 is to be provided by each member of the consortium.

Appendix –I
Annex-II
Technical Capacity
(Refer Clause 2.2.2 (A) (i) & (ii))

The Bidder shall submit certificate from its Statutory Auditor certifying the Technical Capacity of the Bidder

Certificate from the Statutory Auditor

Based on its books of accounts and other published information authenticated by it, this is to certify that …….. *(name of the Applicant/ Affiliate, Parent or Subsidiary Company)* is in existence and incorporated on " " and is into the Operations of IT/ITES services for the last three years.

We further certify that the total permanent employee base of IT / ITES professionals on roll of the Company is "……..." as on Date 31st March 2013"

……
……

We also certify that the above information is in terms of Clauses 3.2.1 and 3.2.3 (d) of the RFP:

……
……

Name of the audit firm:

Appendix –I
Annex-II (A)
Technical Capacity
(Refer Clause 2.2.2 (A) (iii))
(Applicable for Consortium)

The Bidder shall submit certificate from its Statutory Auditor certifying the Technical Capacity of the Bidder

Certificate from the Statutory Auditor

Based on its books of accounts and other published information authenticated by it, this is to certify that …….. *(name of the Applicant / Affiliate or Parent or Subsidiary Company) is* in existence and incorporated on " " and is into the Operations of Real Estate / Infrastructure Development / Investment services for the last three years.

We further certify that the Company has invested in / executed a minimum of three projects in Infrastructure / Real Estate Projects and incurred the aggregated capital expenditure of Rs. 500 crs in such projects in the last three years.

……
……

We also certify that the above information is in accordance with the Clauses 2.2.2 (A) (iii) of the RFP:

……
……

Name of the audit firm:

Appendix-I
Annex-III
Financial Capacity
(Refer clause 2.2.2 (B) (i))

Bidder type	**Annual Turnover**						
	2012-2013	2011-2012	2010-2011	2009-2010	2008-2009	2007-2008	Conversion Rate (if applicable)
Bidder or Consortium Member claiming experience of IT/ITES							
Affiliate or Parent or Subsidiary Company							
TOTAL							

Bidder type	**Net Cash Accruals (PAT + Depreciation – Dividends)**						
	2012-2013	2011-2012	2010-2011	2009-2010	2008-2009	2007-2008	Conversion Rate (if applicable)
Bidder							
Affiliate or Parent or Subsidiary Company							
TOTAL							

Name & address of Bidder's Bankers:

1. A Bidder consisting of a single Entity should fill in details as per the row titled single Entity Bidder.

2. The Bidder should provide details of its own Financial Capacity or of a Affiliate, Parent or Subsidiary Company specified in Clause 3.3.5.

3. For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 50 (fifty) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:
   a. reflect the financial situation of the Bidder and its Affiliate or Parent or Subsidiary Company where the Bidder is relying on its Affiliate or Parent or Subsidiary Company's financials;

   b. be audited by a Statutory Auditor;

   c. be complete, including all notes to the financial statements; and

   d. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. Annual Turnover = Annual Income from IT / ITES services only as indicated in the annual financial statement

3. Year 1 will be the latest completed financial year, preceding the Bid Due Date. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Bid Due Date falls within three months of the close of the latest financial year, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the five years preceding its latest financial year.

4. The Bidder shall also provide the name and address of the Bankers to the Bidder.

Appendix-I
Annex-III - A
Financial Capacity
(Refer clause 2.2.2 (B) (ii))
(Applicable for Consortium)

Name of Bidder	Financial Year	Currency
	Networth 2012-2013	Conversion Rate (if applicable)
Lead Member		
Other Member 1		
Other Member 2		
TOTAL		

1. Each Consortium Member should provide details of its own Financial Capacity as specified in Clause 2.2.2 (B) (ii)

2. For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 50 (fifty) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).

Appendix I
Annex-IV

In the event that credit is being taken for the Eligible Experience of an Affiliate / Parent or Subsidiary Company, as defined in Clause 2.2.6, the Bidder should also provide a certificate in the format below:

Certificate from Statutory Auditor/ Company Secretary regarding Affiliate or Parent Company or Subsidiary Company[$]

Based on the authenticated record of the company, this is to certify that more than [50% (fifty per cent) in case of Parent / Subsidiary OR 26% (twenty six percent) in case of Affiliate] {strike out whichever is not applicable} of the subscribed and paid up voting equity of …… (name of the Bidder / Affiliate/Parent or Subsidiary) is held as on 31st March 2013, directly or indirectly by …….. (name of Affiliate or Parent / Subsidiary / Applicant). By virtue of the aforesaid share-holding, the latter exercises control over the former, who is an Affiliate or Parent or Subsidiary in terms of Clause 2.2.6 of this RFP.

A brief description of the said equity held, directly or indirectly, is given below:

{Describe the share-holding of the Bidder and the Affiliate or Parent or Subsidiary.}

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorised signatory).

[$] In the event that the Bidder exercises control over an Affiliate or Parent or Subsidiary Company by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

Appendix I

Annex-V

Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder / Lead Member)

Ref. Date:

To,

Managing Director,
U.P, Electronics Corporation Limied
10, Ashok Marg, Lucknow,
Uttar Pradesh – 226001

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFQ document.

We have agreed that …… (insert member's name) will act as the Lead Member of our consortium.*

We have agreed that …….. (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the RFQ. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of……..

APPENDIX II

Power of Attorney for signing of Bid

(To be executed on a Stamp Paper)

(Refer Clause 2.2.4)

Know all men by these presents, We…….. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), …… son/daughter/wife of …… and presently residing at ……., who is presently employed with us / the Lead Member of the Consortium and holding the position of ……. , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the "**Development of Information Technology City Special Economic Zone (IT City) on Design, Build, Finance, Operate and Transfer (DBFOT) basis at Chack Gajaria Farms, Sultanpur Road, Lucknow, in the State of Uttar Pradesh**" (hereinafter referred to as "the Project") proposed or being developed by the U. P. Electronics Corporation Ltd. (the "Authority") including but not limited to signing and submission of all bids and other documents and writings, participate in pre-bids and other conferences and providing information/ responses to the Authority, presenting us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

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

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

For

……..

(Signature, name, designation and address)

Witnesses:

1.

2.

Appendix II

Page 2

(Notarised)
Person indentified by me/ personally appeared before me / signed before me/ Attested / Authenticated*
(* Notary to specify as applicable)
(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date : _____

Accepted

……
(Signature)

(Name, Title and Address of the Attorney)

Notes:

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

APPENDIX –II A
Power of Attorney for Lead Member of Consortium
(To be executed on a Stamp Paper)

Whereas, the *U.P. Electronics Corporation Limited* ("the Authority") has invited Bids, from qualified parties for ""**Development of Information Technology City Special Economic Zone (IT City) on Design, Build, Finance, Operate and Transfer (DBFOT) basis at Chack Gajaria Farms, Sultanpur Road, Lucknow, in the State of Uttar Pradesh**", ("the **Project**").

Whereas, _____, _____, and _____ (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

Authority.

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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 20**.

For _____ (Name & Title)
For _____ (Name & Title)
For _____ (Name & Title)

Witnesses:
1
2

(Executants)
(To be executed by all the Members of the Consortium)

Notes:

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

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

APPENDIX III

Letter Comprising the Financial Offer
(Refer Clause 2.13.2B)

Dated:

To,

.....

Sub **Bid for "Development of Information Technology City - Special Economic Zone (IT City) on Design, Build, Finance, Operate and Transfer (DBFOT) basis" at Chack Gajaria Farms, Sultanpur Road, Lucknow, in the State of Uttar Pradesh**

Dear Sir,

With reference to your RFP document dated 22 August 2013, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Financial proposal for the aforesaid Project. The Financial Proposal is unconditional and unqualified.

1. I/We hereby submit our Bid and offer to pay a Land Premium of Rs…… (in words)) to the Authority for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

2. I/ We hereby declare to undertake the aforesaid Project in accordance with the terms & conditions of the Concession Agreement and the Bidding documents.

3. The Land premium shall be paid in four equal annual installment commencing from the date of signing of the Concession Agreement in accordance with the provision of the Concession Agreement.

In witness thereof, I/we submit this Financial Proposal under and in accordance with the terms of the RFP and the Bidding documents.

Yours faithfully,

Date: (Signature, name and designation of the

Authorised signatory)

Place:

Name and seal of Bidder

APPENDIX IV

Bank Guarantee for Bid Security
(Refer clauses 2.25)

B.G. No. Dated:

1. In consideration of you, *****, having its office at *****, (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of …… (a company registered under the Companies Act, 1956) and having its registered office at …… (and acting on behalf of the Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the RFP for **Development of Information Technology City - Special Economic Zone (IT City) on Design, Build, Finance, Operate and Transfer (DBFOT) basis at Chack Gajaria Farms, Sultanpur Road, Lucknow, in the State of Uttar Pradesh** (hereinafter referred to as "the Project") pursuant to the RFP Document dated 22 August 2013 issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at …… and one of its branches at …….. (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the RFP Document, unequivocal irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unequivocal, unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of **Rs. 150,000,000/- (Rupees fifteen crore) only** (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

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

3. We, the Bank, do hereby unconditional, unequivocal and irrevocable undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and

comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as setforth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **Rs. 150,000,000/- (Rupees fifteen crores only).**

4. **This** Guarantee shall be irrevocable and remain in full force for a period of 240 (two hundred and forty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

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

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

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

provision have the effect of releasing the Bank from its such liability.

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

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

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

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

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

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to **Rs.150,000,000/- (Rupees Fifteen Crores) only**. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [*** (indicate date falling 180 days after the Bid Due Date)].

Signed and Delivered by ……. Bank

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

(Signature of the Authorised Signatory) (Official Seal)

Appendix - V

Declaration Regarding Clean Track Record

[Date]

To,

The Managing Director
U.P. Electronics Corporation Limited
10, Ashok Marg, Lucknow - 226001
Tel: 0522-4130303, 2286808, 2286809, +91-9235567201
Fax: 0522-2288583

Sir,

I / We have carefully gone through the Terms & Conditions contained in the RFP Document No. UPLC/ITCITY/LKO/2013/01 dated 22 August 2013, regarding the **Development of Information Technology City - Special Economic Zone (IT City) on Design, Build, Finance, Operate and Transfer (DBFOT) basis at Chack Gajaria Farms, Sultanpur Road, Lucknow, in the State of Uttar Pradesh**. I hereby declare that our Company / our Consortium has not been debarred / black listed by any Ministry/Department of Government of India or State Government. I further certify that I am competent officer in my Company to make this declaration.

Yours faithfully,

(Signature of the Authorized Signatory of the Bidder)
Printed Name
Designation
Seal
Date:
Business Address:

Documentary Proof Required:

- Certificate from the Company Secretary to the effect that the Bidder (from each member in case of Consortium) is not blacklisted by any Ministry/Department of Government of India or State Government as per the format provided above.

Appendix V I

Undertaking from the Bidder
(On the letter head of the Bidder / Lead Member)

[Date]

To,
The Managing Director,
U.P. Electronics Corporation Limited
10, Ashok Marg, Lucknow - 226001
Tel: 0522-4130303, 2286808, 2286809, +91-9235567201
Fax: 0522-2288583
E-mail: md@uplc.in,
Website: http://www.uplc.in

Ref: Request for Proposal (RFP): Qualification Bid for Selection of Private Partner for the 'Development of Information Technology City - Special Economic Zone (IT City) on Design, Build, Finance, Operate and Transfer (DBFOT) basis at Chack Gajaria Farms, Sultanpur Road, Lucknow, in the State of Uttar Pradesh'

Reference: RFP No: **UPLC/ITCITY/LKO/2013/01** dated **22 August 2013**

Dear Sir,

We, the undersigned Bidder (including our Consortium Members), shall undertake to carry out the entire (Phase I & Phase II) Development Activity in 100 acre Land on Design, Built, Finance, Operate & Transfer – PPP basis, with or without SEZ notification, if our Bid becomes successful.

The State Government or Authority or any Government Agency shall not be responsible in any manner for the benefits under SEZ Act 2005.

Sincerely Yours:

Name:

Designation:

Signed:

Duly authorized to sign for and on behalf of <<Name of the Bidder>>

Stamp of Bidder

Appendix – VII

Joint Bidding Agreement
(Refer Clause 2.2.1(g) (ix))
(Applicable for incase of Consortium)
(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the …… day of …… 20…

AMONGST

1. {…… } having its registered office at …… (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {…… } having its registered office at …… (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {……} having its registered office at …… (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)}♣

   The above mentioned parties of the FIRST, SECOND and, THIRD PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

A. _____, established under the _____, represented by its _____and having its principal offices at _____] (hereinafter referred to as "the Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the "Bids") by its Request for Proposal …… dated ……(the "RFP") for selection of bidders for **Selection of Private Partner for 'Development of Information Technology City - Special Economic Zone (IT City) on Design, Build, Finance, Operate and Transfer (DBFOT) basis at Chack Gajaria Farms, Sultanpur Road, Lucknow, in the State of Uttar Pradesh'** (the "Project") through public private partnership.

B. The Parties are interested in jointly bidding for the Project as members of a

♣ The number of Parties will be shown here, as applicable, subject to a maximum of 3 (three).

Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project.

C. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.

The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Affiliate or Parent or Subsidiary Company.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "SPV") under the Indian Companies Act 1956 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Contractor in terms of the Concession Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;

b) {Party of the Second Part shall be _____ and}

c) {Party of the Third Part shall be _____ }

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP document and the Concession Agreement.

6. Shareholding in the SPV

6.1. The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

{Third Party :}

The Parties undertake that the members in the consortium shall hold equity as follows:

6.2. In case the Consortium is selected as the Selected Bidder, the members of the Consortium whose experience will be evaluated for the purposes of this RFP shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV until 5th anniversary of COD Phase II.

6.3. The members of the Consortium along with its Affiliate or Parent or its Subsidiary Company (whose technical or financial experience has been claimed for qualification) shall collectively hold at least 100% (hundred per cent) of the subscribed and paid up equity of the SPV at all times until the 5th anniversary of COD Phase II.

6.4. Thereafter, the each Consortium Member shall collectively in proportion to their shareholding hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the 10th anniversary of COD Phase II.

6.5. The Parties shall comply with all equity lock-in requirements set forth in the Concession Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

a. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

b. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and

board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

i. require any consent or approval not already obtained;

ii. violate any Applicable Law presently in effect and having applicability to it;

iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

c. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

d. there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India.

The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
For and on behalf of

LEAD MEMBER by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of

SECOND PART

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of

THIRD PART

(Signature)
(Name)
(Designation)
(Address)
SIGNED, SEALED AND DELIVERED
For and on behalf of

In the presence of:

1. 2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement 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.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.